

<i>SERFF Tracking Number:</i>	<i>MNNL-126799235</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46710</i>
<i>Company Tracking Number:</i>	<i>10-220.03</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Flexible Premium Universal Life</i>		
<i>Project Name/Number:</i>	<i>Accumulator Universal Life/10-220.03</i>		

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Flexible Premium Universal Life SERFF Tr Num: MNNL-126799235 State: Arkansas

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 46710

Adjustable Life Closed

Sub-TOI: L09I.001 Single Life

Co Tr Num: 10-220.03

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela Acker-Fisher,

Disposition Date: 09/08/2010

Susan Johnson, Matthew

Harrington

Date Submitted: 09/03/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 10/15/2010

Implementation Date:

State Filing Description:

General Information

Project Name: Accumulator Universal Life

Status of Filing in Domicile: Pending

Project Number: 10-220.03

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/08/2010

Explanation for Other Group Market Type:

State Status Changed: 09/08/2010

Deemer Date:

Created By: Susan Johnson

Submitted By: Susan Johnson

Corresponding Filing Tracking Number: 10-220.03

Filing Description:

This is an individual, single life, flexible premium, universal life policy. This policy is new and does not replace any other form. This policy is substantially similar to our previously approved second to die, joint life policy, 08-210.03 approved on October 14, 2008, except that this policy is a single life, universal life policy.

This product will be marketed with an illustration, to the general public, issue ages 0 through 90. The product has a

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minimum face amount of \$25,000 for non-preferred and juveniles (ages 0-15) and \$100,000 for preferred and preferred select. This policy may also be issued in qualified pension plans and non-qualified deferred compensation plans.

An Actuarial Memorandum for the policy is also included as well as a Statement of Variability. Minnesota Life Insurance Company certifies that any change or modification to a variable item outside the stated ranges in the Statement of Variability shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

We intend to market the following previously approved Agreements with the submitted policy:

Form #, SERFF Tracking #, Approval Date, Document Name/Description

06-917, State Tracking #32713, 07/07/2006, Waiver of Premium Agreement
 06-919, State Tracking #32713, 07/07/2006, Waiver of Charges Agreement
 06-944R, State Tracking #35188, 03/01/2007, Term Insurance Agreement
 07-947, SERFF #MNNL-125223888, 07/13/2007, Death Benefit Guarantee Agreement
 08-939, SERFF #MNNL-125516284, 03/06/2008, Early Values Agreement
 09-911, SERFF # MNNL-126362746, 12/01/2009, Overloan Protection Agreement
 09-932, SERFF # MNNL-126472175, 02/04/2010, Long Term Care Agreement
 09-937, SERFF #MNNL-126020933, 02/05/2009, Surrender Value Enhancement Agreement
 09-904U, SERFF # MNNL-126362746, 12/01/2009, Children's Term Agreement
 09-915, SERFF #MNNL-126216769, 07/21/2009, Guaranteed Insurability Option Agreement
 09-918U, SERFF # MNNL-126362746, 12/01/2009, Accidental Death Benefit Agreement
 09-931U, SERFF # MNNL-126362746, 12/01/2009, Accelerated Benefit Agreement

Thank you for your consideration.

Company and Contact

Filing Contact Information

Susan Johnson, Senior Compliance Specialist	susan.johnsonlaw@securian.com
400 ROBERT STREET NORTH	651-665-4277 [Phone]
ST. PAUL, MN 55101-2098	651-665-5424 [FAX]

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type:

SERFF Tracking Number: MNNL-126799235 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 46710
Company Tracking Number: 10-220.03
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Universal Life
Project Name/Number: Accumulator Universal Life/10-220.03

Law Department Group Name: State ID Number:
St. Paul, MN 55101-2098 FEIN Number: 41-0417830
(651) 665-3500 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation: Minnesota's SERFF filing fee is \$125
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$125.00	09/03/2010	39229095

SERFF Tracking Number:	MNNL-126799235	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/08/2010	09/08/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/08/2010	09/08/2010	Susan Johnson	09/08/2010	09/08/2010

<i>SERFF Tracking Number:</i>	<i>MNNL-126799235</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Flexible Premium Universal Life</i>		
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Disposition

Disposition Date: 09/08/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	MNNL-126799235	State:	Arkansas
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Product Name:	Flexible Premium Universal Life		
Project Name/Number:	Accumulator Universal Life/10-220.03		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Specification Page Variations by Risk Class		Yes
Supporting Document	Actuarial Memorandum		Yes
Supporting Document	Certification of Compliance		Yes
Form	Accumulator Universal Life Insurance Policy		Yes

SERFF Tracking Number: MNNL-126799235 *State:* Arkansas
Filing Company: Minnesota Life Insurance Company *State Tracking Number:* 46710
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TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Universal Life
Project Name/Number: Accumulator Universal Life/10-220.03

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/08/2010
Submitted Date 09/08/2010
Respond By Date 10/08/2010

Dear Susan Johnson,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: MNNL-126799235 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 46710
Company Tracking Number: 10-220.03
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Universal Life
Project Name/Number: Accumulator Universal Life/10-220.03

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/08/2010
Submitted Date 09/08/2010

Dear Linda Bird,

Comments:

Pursuant to your recent objection, please find the required certification.

Response 1

Comments: Attached is the Certification.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

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Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification of Compliance

Comment:

No Form Schedule items changed.

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No Rate/Rule Schedule items changed.

Thank you for your further consideration.

Sincerely,

Angela Acker-Fisher, Matthew Harrington, Susan Johnson

SERFF Tracking Number:	MNNL-126799235	State:	Arkansas
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Form Schedule

Lead Form Number: 10-220.03							
Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	10-220.03	Policy/Cont ract/Fraternal Insurance Certificate	Accumulator Universal Life Insurance Policy	Initial		53.800	10-220.03 Accumulator Universal Life Insurance Policy.pdf

MINNESOTA LIFE ACCUMULATOR UNIVERSAL LIFE INSURANCE POLICY

[Insured]	John A Doe]
[Policy Number:	1-000-000W]
[Policy Date:	June 01 2009]

Flexible Premium Universal Life Insurance

Flexible Premium as stated in this Policy

Nonparticipating

EVEN IF PLANNED PREMIUMS ARE PAID, IT IS POSSIBLE THAT THE POLICY MAY TERMINATE BEFORE THE INSURED'S DEATH DUE TO CHANGES IN INTEREST CREDITED, AND MONTHLY CHARGES. ADDITIONALLY, LOANS, PARTIAL SURRENDERS AND DEATH BENEFIT OPTION CHANGES MAY AFFECT THE LENGTH OF TIME THE POLICY STAYS IN FORCE

READ YOUR POLICY CAREFULLY

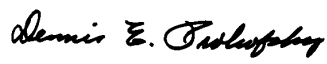
THIS IS A LEGAL CONTRACT

Subject to the provisions of this policy, we promise to pay to the beneficiary the death proceeds when we receive proof satisfactory to us of the insured's death.

This policy, including any change of it, is issued in consideration of the application for this policy and the payment of the premiums.

The owner and the beneficiary are as named in the initial application unless they are changed as provided in this policy.

Signed for Minnesota Life Insurance Company, a stock company, at St. Paul, Minnesota, on the policy date.


Secretary


President

Notice of Your Right to Examine This Policy

It is important to us that you are satisfied with this policy after it is issued. If you are not satisfied with it, you may return the policy to us or our agent within 30 days after you receive it. If you return the policy, you will receive a full refund of any premiums within 7 days of the date we receive your notice of cancellation. If you change your policy and that change results in an increase in death benefit, you will again have a right to examine the policy. If you are not then satisfied, you may return the policy within the times given above and the requested change will be cancelled.

MINNESOTA LIFE

**Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098
www.minnesotalife.com
651.665.3500**

If you have questions or complaints about this policy, you may contact your advisor, us, or the insurance department of your state at the following location.

Insurance Department of: []
[Address]
[Address]

Telephone Number []
Toll Free Telephone Number []

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Base Generic Data Pages - Exhibit

ACCUMULATOR UNIVERSAL LIFE POLICY

Insured: [John A. Doe]
 Issue Age: [35]
 Gender: [Male]
 Policy Number: [1-000-000W]
 Policy Date: [Jun 1 2009]
 [Policy Change Date: Jun 1 2013]
 Death Benefit Option: [Level]
 Insurance Amount as of: [June 1, 2009]
 Face Amount [\$500,000]
 Term Insurance Agreement [\$100,000]
 Total Insurance Amount [\$600,000]

Premium

Monthly Initial Minimum Premium: [\$439.37] effective [Jun 1 2009]
 Planned Premium: [\$7,500.00 Quarterly]
 Maturity Date [Jun 1 2095]

This policy may not mature on the maturity date even if planned premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, you may change your death benefit option or because of requested changes to your face amount of insurance. We will pay the cash surrender value of the policy on the maturity date. If coverage continues to the maturity date, there may be little or no cash surrender value payable.

[This policy has been changed effective [MMM DD CCYY]. The original policy data pages and any changes in effect prior to [MMM DD CCYY] are replaced by these policy data pages. If we required evidence of insurability to change this policy, the incontestability and suicide periods with respect to the change will be measured from [MMM DD CCYY].

Basic Policy

	Coverage Layer Amount
Coverage Layer	[\$500,000]
Effective: [Jun 1, 2009]	
Age: [35]	
Risk Class: [Preferred Non-Tobacco]	
[Includes Waiver of Premium Agreement until age 60.]	
[Includes Waiver of Charges Agreement until age 60.]	

Total Face Amount - - - - - [\$500,000]

Additional Agreements

[Accelerated Death Benefit Agreement

Effective: June 1 2009

There is no monthly charge for this agreement.]

[Accidental Death Benefit Agreement

Effective: June 01 2009

Accidental Death Benefit Amount [\$10,000]

There is a monthly charge for this agreement.]

[Death Benefit Guarantee Agreement

Effective: June 1 2009

There is a monthly cost of insurance charge for this agreement.]

[Term Insurance Agreement

Effective: June 1 2009

Initial Amount: [\$100,000]

Coverage to age 100.

Risk Class: [Preferred Non-Tobacco]

There is a monthly cost of insurance charge for this agreement.]

[Overloan Protection Agreement

Effective: June 01 2009

There is a one-time charge for this agreement when it is exercised.]

[Early Values Agreement

Effective: June 01 2009

There is a monthly charge for this agreement.]

[Guaranteed Insurability Option Agreement

Effective Date: June 01 2009

Maximum Face Amount of Increase: [\$50,000]

Option Dates at Anniversary nearest Ages: 22, 25, 28, 31, 34, 37, 40.

There is a monthly charge for this agreement.]

[Surrender Value Enhancement Agreement

Effective: June 1 2009

Terminates: June 1 2013

There is a monthly charge for this agreement.]

[Children's Term Agreement

Effective: June 01 2009

Coverage Amount: [\$25,000]

Level term coverage to age 25 for each child: [\$25,000]

Risk Class: [Preferred] [Non-Tobacco]

There is a monthly charge for this agreement.]

[Long Term Care Agreement

Effective Date: June 1 2009

LTC Amount: [\$500,000]

Age: [35]

Risk Class: [Substandard Non-Tobacco]

Monthly Benefit Percentage: [2%]

Minimum Death Benefit: [\$25,000]

There is a monthly cost of insurance charge for this agreement.]

Other Important Information

Death Benefit Qualification Test: [Guideline Premium Test]
 Guaranteed Interest Rate: [3%]
 Net Amount at Risk Divisor: [1.002466]
 Policy Loan Interest Rate: [4%]

[Guideline Premium Test Death Benefit Percentage Factors:]

Age	Percentage	Age	Percentage	Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95-121	100%]
53	164%	67	118%		

[This policy was originally issued as the result of an exchange from another Minnesota Life/Securian Life policy.]

[Non-Tobacco] Maximum Monthly Cost of Insurance Rates

The [non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For a special risk class the cost of insurance rates are a multiple of the rating percentage and never larger than 83.33333. The rate is applied to the base coverage and to the [Term Insurance Agreement.]

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
[35	0.09089	60	0.74695	85	10.14422	110	77.04001
36	0.09589	61	0.83114	86	11.31891	111	83.33333
37	0.10007	62	0.93398	87	12.62238	112	83.33333
38	0.10758	63	1.04963	88	14.04388	113	83.33333
39	0.11425	64	1.17137	89	15.57220	114	83.33333
40	0.12176	65	1.30009	90	17.19964	115	83.33333
41	0.13178	66	1.43072	91	18.76184	116	83.33333
42	0.14430	67	1.56327	92	20.42406	117	83.33333
43	0.15850	68	1.70627	93	22.21645	118	83.33333
44	0.17520	69	1.85467	94	24.15514	119	83.33333
45	0.19441	70	2.03500	95	26.24420	120	83.33333]
46	0.21279	71	2.23720	96	28.20561		
47	0.23285	72	2.50360	97	30.35199		
48	0.24455	73	2.78562	98	32.70866		
49	0.25793	74	3.08342	99	35.30337		
50	0.27717	75	3.41024	100	38.17512		
51	0.29975	76	3.76820	101	40.53000		
52	0.33071	77	4.18587	102	43.11768		
53	0.36419	78	4.67661	103	45.96629		
54	0.40691	79	5.24717	104	49.11195		
55	0.45970	80	5.87410	105	52.54884		
56	0.51338	81	6.59415	106	56.37067		
57	0.57128	82	7.35120	107	60.64050		
58	0.62083	83	8.17591	108	65.43820		
59	0.67798	84	9.09944	109	70.86240		

[Death Benefit Guarantee Agreement Maximum Monthly Cost of Insurance Rates [Non-Tobacco]

The DBGA [non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For special risk the cost of insurance rates are multiplied by the rating percentage.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.02667	60	0.10837	85	1.25935	110	6.89422
36	0.02667	61	0.11837	86	1.39366	111	7.30151
37	0.02667	62	0.13171	87	1.54152	112	7.73232
38	0.02834	63	0.14673	88	1.69791	113	8.19031
39	0.02834	64	0.16341	89	1.86453	114	8.67569
40	0.03000	65	0.18009	90	2.03637	115	9.19042
41	0.03167	66	0.19677	91	2.19655	116	9.73827
42	0.03167	67	0.21346	92	2.36364	117	10.31778
43	0.03334	68	0.23181	93	2.53763	118	10.93455
44	0.03667	69	0.25017	94	2.72195	119	11.58718
45	0.03834	70	0.27187	95	2.91492	120	12.25467]
46	0.04167	71	0.29858	96	3.08775		
47	0.04334	72	0.33197	97	3.26923		
48	0.04501	73	0.36704	98	3.46279		
49	0.04667	74	0.40545	99	3.66845		
50	0.04834	75	0.44555	100	3.88627		
51	0.05167	76	0.49066	101	4.11628		
52	0.05501	77	0.54248	102	4.36024		
53	0.06001	78	0.60434	103	4.61820		
54	0.06501	79	0.67458	104	4.89366		
55	0.07168	80	0.75155	105	5.17982		
56	0.07835	81	0.84027	106	5.48361		
57	0.08502	82	0.93071	107	5.80684		
58	0.09169	83	1.02958	108	6.14788		
59	0.09836	84	1.13688	109	6.51030		

Surrender Charge

The Surrender Charge will be assessed against the accumulation value at the time this policy is surrendered in full.

Amount	Through	Amount	Through	Amount	Through
[11,118.88	07/2009	10,769.14	11/2012	10,391.77	03/2016
11,118.88	08/2009	10,769.14	12/2012	10,391.77	04/2016
11,118.88	09/2009	10,769.14	01/2013	10,391.77	05/2016
11,118.88	10/2009	10,769.14	02/2013	10,391.77	06/2016
11,118.88	11/2009	10,769.14	03/2013	10,259.60	07/2016
11,118.88	12/2009	10,769.14	04/2013	10,259.60	08/2016
11,118.88	01/2010	10,769.14	05/2013	10,259.60	09/2016
11,118.88	02/2010	10,769.14	06/2013	10,259.60	10/2016
11,118.88	03/2010	10,646.47	07/2013	10,259.60	11/2016
11,118.88	04/2010	10,646.47	08/2013	10,259.60	12/2016
11,118.88	05/2010	10,646.47	09/2013	10,259.60	01/2017
11,118.88	06/2010	10,646.47	10/2013	10,259.60	02/2017
11,005.13	07/2010	10,646.47	11/2013	10,259.60	03/2017
11,005.13	08/2010	10,646.47	12/2013	10,259.60	04/2017
11,005.13	09/2010	10,646.47	01/2014	10,259.60	05/2017
11,005.13	10/2010	10,646.47	02/2014	10,259.60	06/2017
11,005.13	11/2010	10,646.47	03/2014	10,124.30	07/2017
11,005.13	12/2010	10,646.47	04/2014	10,124.30	08/2017
11,005.13	01/2011	10,646.47	05/2014	10,124.30	09/2017
11,005.13	02/2011	10,646.47	06/2014	10,124.30	10/2017
11,005.13	03/2011	10,520.72	07/2014	10,124.30	11/2017
11,005.13	04/2011	10,520.72	08/2014	10,124.30	12/2017
11,005.13	05/2011	10,520.72	09/2014	10,124.30	01/2018
11,005.13	06/2011	10,520.72	10/2014	10,124.30	02/2018
10,888.73	07/2011	10,520.72	11/2014	10,124.30	03/2018
10,888.73	08/2011	10,520.72	12/2014	10,124.30	04/2018
10,888.73	09/2011	10,520.72	01/2015	10,124.30	05/2018
10,888.73	10/2011	10,520.72	02/2015	10,124.30	06/2018
10,888.73	11/2011	10,520.72	03/2015	9,985.93	07/2018
10,888.73	12/2011	10,520.72	04/2015	9,985.93	08/2018
10,888.73	01/2012	10,520.72	05/2015	9,985.93	09/2018
10,888.73	02/2012	10,520.72	06/2015	9,985.93	10/2018
10,888.73	03/2012	10,391.77	07/2015	9,985.93	11/2018
10,888.73	04/2012	10,391.77	08/2015	9,985.93	12/2018
10,888.73	05/2012	10,391.77	09/2015	9,985.93	01/2019
10,888.73	06/2012	10,391.77	10/2015	9,985.93	02/2019
10,769.14	07/2012	10,391.77	11/2015	9,985.93	03/2019
10,769.14	08/2012	10,391.77	12/2015	9,985.93	04/2019
10,769.14	09/2012	10,391.77	01/2016	9,985.93	05/2019
10,769.14	10/2012	10,391.77	02/2016	0.00	06/2019]

Other Policy Charges

Premium Charge

A maximum of [7.0%] of each premium paid.

Monthly Policy Charge

The Monthly Policy Charge will not exceed \$[12.00] per month plus \$[0.0125] per \$1,000 of face amount per month.

Transaction Charge

The maximum Transaction Charge is \$[100.00] per transaction.

Policy Issue Charge

Each of the following Policy Issue Charge(s) will be assessed monthly for 10 years against the accumulation value.

Amount	Effective	Until
\$ [125.00]	06/01/2009	06/01/2019]

[Waiver of Premium Agreement Charge

Each of the following Waiver of Premium Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [15.76]	06/01/2009	06/01/2034]]

[Waiver of Charges Agreement Charge

Each of the following Waiver of Charges Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [12.34]	06/01/2009	06/01/2034]]

[Guaranteed Insurability Option Agreement Charge

The following Guaranteed Insurability Option Charge will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [4.08]	06/01/2009	06/01/2014]]

[Accidental Death Benefit Agreement Charge

The following Accidental Death Benefit Agreement Charge will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [0.71]	06/01/2009	06/01/2044]]

[Overloan Protection Agreement Charge

The maximum charge is [7%] of the Accumulation Value, assessed once when this agreement is exercised.]

[Early Values Agreement Charge

The maximum Early Values Agreement charge is [.05%] assessed monthly against the accumulation value for the life of the contract.]

[Children's Term Agreement Charge

The Children's Term Agreement charge is \$ [10.42] and it is assessed monthly against the accumulation value until the youngest insured child's age 25.]

[Long Term Care Agreement Charge

The maximum per \$1,000 monthly Long Term Care Agreement cost of insurance rate is [0.1512].]

[Schedule of Monthly Premiums to Waive

The monthly premium amount that will be waived as provided by the Waiver of Premium Agreement is shown below.

Age at Disability	Monthly Premium Amount	Age at Disability	Monthly Premium Amount
35	331.67	50	637.92
36	345.83	51	667.92
37	360.42	52	699.58
38	375.83	53	733.33
39	392.08	54	768.33
40	409.58	55	805.83
41	427.50	56	845.00
42	446.25	57	886.25
43	466.25	58	930.00
44	487.50	59	975.83]
45	509.58		
46	532.50		
47	557.08		
48	582.50		
49	609.58		

[Death Benefit Guarantee Agreement (DBGA) Account Value Information

DBGA Interest Rate: [5.75%]
 DBGA net amount at risk divisor [1.004670]
 DBGA Premium Charge: A maximum of [10.0]% of each premium paid.

DBGA Policy Issue Charge

Amount	Effective	Until
\$ [79.58	06/01/2009	06/01/2019]

DBGA Value[Preferred Non-Tobacco] Maximum Monthly Cost of Insurance Rates

The DBGA Value [preferred non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.03251	60	0.27131	85	3.92675	110	31.24947
36	0.03417	61	0.30226	86	4.40349	111	33.55140
37	0.03584	62	0.33908	87	4.95692	112	36.01695
38	0.03668	63	0.38094	88	5.55910	113	38.63621
39	0.03918	64	0.42450	89	6.20755	114	41.66805
40	0.04084	65	0.47060	90	6.88606	115	44.91791
41	0.04418	66	0.51757	91	7.49708	116	48.48804
42	0.04835	67	0.56541	92	8.18888	117	52.47266
43	0.05335	68	0.61747	93	8.97204	118	56.79506
44	0.05919	69	0.67125	94	9.84549	119	61.59916
45	0.06503	70	0.73685	95	10.81604	120	67.23977]
46	0.07253	71	0.81514	96	11.67084		
47	0.07921	72	0.91711	97	12.58414		
48	0.08421	73	1.02598	98	13.35266		
49	0.08922	74	1.14176	99	14.26797		
50	0.09673	75	1.26958	100	15.32504		
51	0.10507	76	1.40950	101	16.43162		
52	0.11676	77	1.57348	102	17.63354		
53	0.13011	78	1.76423	103	18.93393		
54	0.14597	79	1.98453	104	20.34607		
55	0.16434	80	2.22776	105	21.86241		
56	0.18439	81	2.51566	106	23.48518		
57	0.20611	82	2.81933	107	25.22270		
58	0.22533	83	3.14676	108	27.08188		
59	0.24623	84	3.51309	109	29.08864		

[Surrender Value Enhancement Agreement (SVEA)]

SVEA Agreement Charge: A maximum monthly charge of \$ [0.10] per \$1,000 of Face Amount is assessed against the Accumulation Value.

Schedule of Surrender Value Enhancement Thresholds

The SVEA Threshold at each policy anniversary is shown below.

Anniversary June 1	Threshold
2010	\$13,000
2011	\$26,000
2012	\$39,000
2013	\$52,000]

Death Proceeds Alternative Settlement Options

Option 1: Interest Payments

Please refer to the Payment of Proceeds section of your policy.

Option 2: Payments for a Specified Period

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Number of Years	Monthly Payments
[5	\$17.80
10	8.75
15	5.98
20	4.59
25	3.76]

[Option 3: Life Income

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Male

Age	Life	5 Years	10 Years	20 Years
[50	\$2.98	\$2.98	\$2.97	\$2.89
55	3.37	3.37	3.34	3.20
60	3.89	3.87	3.82	3.55
65	4.58	4.55	4.43	3.90
70	5.54	5.46	5.20	4.21
75	6.87	6.67	6.08	4.43]

Life Income with Payments Guaranteed for Female

Age	Life	5 Years	10 Years	20 Years
[50	\$2.75	\$2.74	\$2.74	\$2.70
55	3.08	3.08	3.06	2.99
60	3.52	3.51	3.49	3.34
65	4.11	4.09	4.03	3.72
70	4.93	4.89	4.75	4.09
75	6.12	6.01	5.66	4.37]]

[Option 3: Life Income

Monthly payments for each \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Unisex

Age	Life	5 Years	10 Years	20 Years
[50	\$2.79	\$2.79	\$2.78	\$2.74
55	3.14	3.14	3.12	3.04
60	3.59	3.58	3.55	3.38
65	4.20	4.18	4.44	3.76
70	5.05	5.00	4.84	4.12
75	6.26	6.14	5.75	4.38]

The question "What if the insured's age or gender is misstated?" in the "Additional Information" section of your policy is amended to read as follows:

What if the insured's age is misstated?

If the insured's age has been misstated, we will adjust the amount of death benefit payable under this policy, or any agreement attached to this policy, based on what the last monthly charges would have purchased at the correct age.]

Option 4: Payments of a Specified Amount

Please refer to the Payment of proceeds section of your policy.

Summary of Policy Features

This policy is a flexible premium universal life policy. As long as the policy is in force, a death benefit is payable upon the insured's death. Premiums, after premium charges, are accumulated in a fixed account (See page 9).

Death Proceeds

The amount payable to the beneficiary at the insured's death is the total of the following amounts:

- The death benefit (see page 4),
- PLUS** - Any additional insurance payable at the insured's death provided by an additional agreement (see the policy data pages),
- PLUS** - Under the Level Option, any premium paid after the date of the insured's death (see page 5),
- MINUS** - Any unpaid monthly policy charges which we assess against accumulation value (see page 5),
- MINUS** - Any policy loan (see page 5),
- MINUS** - Any unpaid policy loan interest (see page 5).

Additional Agreements

The additional agreements, if any, listed on the policy data pages are described more fully in the additional agreements.

Accumulation Value

The net premiums you pay for this policy become part of the accumulation value. The accumulation value is available to you during the lifetime of the insured, to be used:

- as collateral for a loan or as a policy loan (see page 10).
- to continue insurance protection if you cannot, or do not wish to, continue paying premiums.
- to obtain cash by surrendering your policy, in full, or in part (see page 10).

Surrender Proceeds

The amount payable to the owner when the policy is surrendered:

- The accumulation value of the policy (see page 7),
- MINUS** - Any unpaid policy charges which we assess against accumulation value (see page 10),
- MINUS** - Any policy loan (see page 10),
- MINUS** - Any unpaid policy loan interest (see page 10),
- MINUS** - The surrender charge (see page 10).

Definitions

When we use the following words, this is what we mean:

accumulation value

The accumulation value is equal to the sum of the values in the fixed account and the loan account.

age

The issue age plus the number of complete policy years elapsed.

Code

The U.S. Internal Revenue Code of 1986, as amended.

coverage layer

A layer of insurance coverage with an associated coverage amount. The first coverage amount shown on the policy data pages is the amount of the initial coverage layer. There may be multiple coverage layers. All layers will be shown on the policy data pages.

face amount

The sum of the coverage amounts of each coverage layer. The face amount as of the policy date is equal to the initial coverage amount as shown on the policy data pages.

fixed account

The fixed account is a portion of the accumulation value that earns interest at a fixed rate not less than the guaranteed interest rate shown on the policy data pages.

guaranteed interest rate

The rate of interest that is guaranteed on this policy. The guaranteed interest rate is shown on the policy data pages.

initial minimum premium

The amount of premium required to put the policy in force. The initial minimum premium is the monthly initial minimum premium shown on the policy data pages multiplied by three (3) months plus the number of complete months from the policy date to the date of payment.

insured

The person whose life is insured under this policy as shown on the policy data pages.

issue age

The insured's age at nearest birthday as of the policy date.

legal partner

The person with whom you have entered into a legally-sanctioned domestic partnership or civil union that grants you the same rights, responsibilities, and obligations as married couples in accordance with applicable state laws. We will not recognize a partner relationship in any state that does not legally recognize such relationship.

loan account

The loan account is a portion of the accumulation value and contains amounts transferred from the fixed account when a policy loan is taken.

maturity date

The date shown on the policy data pages. The date the policy's surrender value, if any, will be paid.

net amount at risk

The value equal to the death benefit at the most recent monthly anniversary divided by the net amount at risk divisor (shown on the policy data pages), and then reduced by the accumulation value at the beginning of the policy month, before the current month's cost of insurance charge is deducted.

net premium

A premium payment less the premium charge assessed against that premium.

planned premium

The amount of premium you plan to pay for this policy.

policy anniversary

The same day and month as your policy date for each succeeding year your policy remains in force. A monthly policy anniversary is the same day as your policy date for each succeeding month your policy remains in force.

policy date

The date shown on the policy data pages, which is the date from which policy anniversaries, policy years, and monthly policy anniversaries are determined.

policy loan interest

The amount of interest we charge you on the policy loan balance on your policy.

proceeds

The amount we will pay under the terms of this policy when your policy is surrendered or terminates as is shown on page 2 under the Surrender Proceeds section or when the insured's death occurs.

surrender value

The amount available to you when your policy is surrendered or terminates as shown on page 2 under the Surrender Proceeds section.

terminate

The life of the insured is no longer insured under any of the terms of the policy.

we, our, us

Minnesota Life Insurance Company.

written request

A request in writing signed by you. We also may require that your policy be sent in with your written request.

you, your

The owner of this policy as shown in the application, unless changed as provided in this policy. The owner may be someone other than the insured.

General Information

What is your agreement with us?

Your policy, or any change to it, contains the entire contract between you and us. This includes the initial application and all subsequent applications to change your policy. Any statements made either by you or by the insured, in the initial application or in any application for change will, in the absence of fraud, be considered representations and not warranties. Also, any statement made either by you or by the insured will not be used to void your policy nor defend against a claim under your policy unless the statement is contained in the initial application or in any application for change to this policy.

No change or waiver of any of the provisions of this policy will be valid unless made in writing by us and signed by our president, a vice president, our secretary or an assistant secretary. No agent or other person has the authority to change or waive any provisions of your policy.

Any additional agreement attached to this policy will become a part of this policy and will be subject to all the terms and conditions of this policy unless we state otherwise in the agreement.

When does your policy become effective?

Your policy will become effective on the earlier of the policy date or the date the policy is delivered to you, provided you have paid the initial minimum premium, while the health of the proposed insured remains as stated in the application for this policy.

How will you know the status of your policy?

Each year without charge, we will send you a report. This report will show your policy's status. It will include the

accumulation value, death benefit, policy activity during the report period and the surrender value as of the date of the report.

You may also annually request an illustrative report. The first illustrative report will be provided at no cost to you.

How do you exercise your rights under the policy?

You can exercise all the rights under this policy during the lifetime of the insured by making a written request to us. This includes the right to change the ownership. Any change in ownership, unless specified by the owner, will take effect on the date the notice of change is signed by the owner subject to any payments made or actions taken by the company prior to receipt of the notice.

If your policy is assigned, we will also require the written consent of the assignee. If you have designated an irrevocable beneficiary, the written consent of that beneficiary will also be required.

Death Benefit

What is the death benefit?

On the date of the insured's death, the death benefit for this policy is equal to the greater of:

- (1) the death benefit calculated under the death benefit option in effect; or
- (2) the minimum death benefit calculated under the death benefit qualification test applicable for this policy. The death benefit qualification test is shown on the policy data pages and cannot change.

What are the death benefit options?

The death benefit options are:

- (1) Level Option
- (2) Increasing Option
- (3) Sum of Premiums Option

What is the Level Option?

Under the Level Option, the death benefit equals the face amount.

What is the Increasing Option?

Under the Increasing Option, the death benefit equals the face amount plus the accumulation value of the policy at the insured's death.

What is the Sum of Premiums Option?

Under the Sum of Premiums Option, the death benefit equals the face amount plus the sum of all premiums paid less the sum of all partial surrenders.

How is the death benefit option elected?

You elect a death benefit option on your policy application. If you fail to make an election, the Level Option will be in effect.

May the death benefit option be changed?

Yes. After the first policy anniversary and while this policy is in force, you may apply to have the death benefit option changed. We must approve any request to change the death benefit option. The change will take effect on the first monthly policy anniversary on or after the date we approve your request.

After a change in the death benefit option, the death benefit amount will remain the same as before the death benefit option changed.

What is the death benefit qualification test?

In order for your policy to be considered life insurance under Section 7702 of the Code, it must satisfy either the cash value accumulation test or the guideline premium test. Unless you specify otherwise, the death benefit qualification test for this policy is the guideline premium test. The death benefit qualification test is shown on the policy data pages and cannot be changed.

For your policy to remain qualified as a life insurance policy, we reserve the right to increase the amount of insurance, to return any excess accumulation value, or to limit the amount of premium paid.

What is the cash value accumulation test?

Under this test, the minimum death benefit is the greater of the amount required for this policy to be deemed life insurance according to the Code, or the accumulation value.

What is the guideline premium test?

Under this test, the minimum death benefit at any time is equal to the accumulation value multiplied by the death benefit percentage for the age of the insured as shown in the table in the policy data pages.

When is the death benefit determined?

The death benefit is determined on each monthly policy anniversary and as of the date of the insured's death.

What proceeds are payable at the insured's death?

The amount payable at the insured's death shall be the death benefit provided by this policy:

- (1) plus any additional insurance payable at the insured's death provided by an additional agreement;
- (2) plus under the Level Option, any premium paid after the date of the insured's death;
- (3) minus any unpaid monthly charges;

- (4) minus any policy loan and any unpaid policy loan interest.

Can you change the face amount of your policy?

After the first policy anniversary, you may request a change to your policy's face amount. This request must be made within the lifetime of the insured. The minimum change must be at least \$5,000 except for face amount changes which are the result of a partial surrender of the policy.

How may the face amount be increased?

You may submit an application to increase your policy's face amount. The application must include evidence of insurability satisfactory to us of the continued insurability of the insured. The effective date of the increase in face amount will be the first monthly policy anniversary on or following the date all requirements are met. Upon approval of any face amount increase, we will send you new policy data pages.

How may the face amount be decreased?

You may send us a written request to decrease the face amount of your policy if there are no coverage layers that have been created within the prior twelve months. The effective date of the decrease in face amount will be the first monthly policy anniversary on or following the date we receive the written request and have approved it. Upon approval of any face amount decrease, we will send you new policy data pages.

How are coverage layers affected by a decrease in face amount?

If there have been prior increases in face amount, coverage layers will be decreased in the following order:

- (1) first, the most recent increase;
- (2) next, other increases in face amount, in the reverse order in which they were added; and
- (3) finally, the original face amount.

Are there restrictions on face amount decreases based on the Code?

Yes. If a requested face amount decrease would cause your policy to be disqualified as life insurance under the Code, we will not accept your request. In addition, unless you have specified otherwise in writing, if a requested face amount decrease would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

Beneficiary

To whom will we pay the death proceeds?

When we receive proof satisfactory to us of the insured's death, we will pay the death proceeds of this policy to the beneficiary or beneficiaries named in the application for this policy unless you have changed the beneficiary. In that event, we will pay the death proceeds to the

beneficiary named in your last change of beneficiary request as provided below.

What happens if one or all of the beneficiaries dies before the insured's death?

If a beneficiary dies before the insured's death, that beneficiary's interest in the policy ends with that beneficiary's death. Only those beneficiaries who are living at the insured's death will be eligible to share in the death proceeds. If no beneficiary is living at the insured's death, we will pay the death proceeds of this policy to you, if living, otherwise, to your estate, or to your successor if you are a corporation no longer in existence.

Can you change the beneficiary?

If you have reserved the right to change the beneficiary, you can request in writing to change the beneficiary. If you have not reserved the right to change the beneficiary, the written consent of the irrevocable beneficiary will be required.

Unless you specify otherwise, your written request to change the beneficiary shall take effect on the date you sign the request. However, if the insured's death occurs before the request has been signed, the request will not be effective as to those death proceeds we have paid before your request was signed.

Payment of Proceeds

When will the policy proceeds be payable?

The proceeds of this policy will be payable if the policy is surrendered, terminated or if we receive proof satisfactory to us of the insured's death. These events must occur while the policy is in force. Proof of any claim under this policy must be submitted in writing to our home office. The proceeds will be paid at our home office and in a single sum unless a settlement option has been selected.

Can proceeds be paid in other than a single sum?

Yes. You may, before the insured's death, request that we pay the proceeds under one of the following settlement options. We may also use any other method of payment that is agreeable to you and us. A settlement option may be selected only if the payments are to be made to a natural person in that person's own right.

The following settlement options are all payable in fixed amounts as described below.

Option 1 -- Interest Payments

Payment of interest on the proceeds at such times and for a period that is agreeable to you and us. Withdrawal of proceeds may be made in amounts of at least \$500. At the end of the period, any remaining proceeds will be paid in either a single sum or under any other method we approve.

Option 2 -- Payments for a Specified Period

Monthly payments for a specified number of years. The amount of each monthly payment for each

\$1,000 of proceeds applied under this option is shown on the policy data pages. The monthly payments for any period not shown on the policy data pages will be furnished upon request.

Option 3 -- Life Income

Monthly payments for the life of the person who is to receive the income. We will require satisfactory proof of the person's age and gender. Payments can be guaranteed for 5, 10, or 20 years. The amount of each monthly payment for each \$1,000 of proceeds applied under this option is shown on the policy data pages. The monthly payments for any period not shown on the policy data pages will be furnished upon request.

Option 4 -- Payments of a Specified Amount

Monthly payments of a specified amount until the proceeds and interest are fully paid.

If you request a settlement option, we will prepare an agreement for you to sign, which will state the terms and conditions under which the payments will be made.

The settlement payments at the time of commencement will not be less than those that would be provided by the application of the surrender value to purchase a single immediate annuity contract at purchase rates offered to the same class of annuitants by the company whether the annuity benefits are payable in fixed or variable amounts or a combination thereof.

Can a beneficiary request payment under a settlement option?

A beneficiary may select a settlement option only after the insured's death. However, you may provide that the beneficiary will not be permitted to change the settlement option you have selected.

Are the proceeds exempt from claims of creditors?

To the extent permitted by law, no payment of proceeds or interest we make will be subject to the claims of any creditors.

Also, if you provide that the option selected cannot be changed after the insured's death, the payments will not be subject to the debts or contracts of the person receiving the payments. If garnishment or any other attachment of the payments is attempted, we will make those payments to a trustee we name. The trustee will apply those payments for the maintenance and support of the person you named to receive the payments.

What guaranteed interest rate will we pay on policy proceeds?

We will pay interest on surrender and death proceeds at an annual rate which will never be less than 3 percent per year.

Interest on death proceeds will be at the rate equal to funds left on deposit in effect on the date due proof is

received by the company. We will pay interest from the date of the insured's death until the date of payment.

If we do not pay the proceeds within 30 days of receipt of proof satisfactory to us, we will pay interest on the proceeds at the rate required in Arkansas Code 23-81-118(c).

Premiums

When and where do you pay your premiums?

The initial minimum premium must be paid by the time your policy is delivered. All premiums after the initial minimum premium must be mailed to us at our home office or such other place as we may direct.

Is there a minimum premium payment amount once the policy is in force?

Yes. Any premium payment after the payment of the initial minimum premium must be at least \$50.00. Premiums may be paid at any time.

What is the planned premium?

The planned premium as of the policy date or any policy change date is shown on the policy data pages. We will send you notices for the planned premium at the frequency shown on the policy data pages. You may request to have us send you notices once a year, twice a year, or four times a year. The amount of the planned premium you have selected and the frequency you have selected will be on the notice.

Are there other methods of paying planned premiums?

With the consent of your financial institution, you may request that your planned premiums be automatically withdrawn on a monthly basis from your account at that institution and paid directly to us.

Can you change your planned premium?

You may change your planned premium by written request. In such case, we will send you notices for the new planned premium. Payment of the planned premium does not guarantee that the policy will remain in force.

Are there restrictions on the payment of premiums based on the Code?

Yes. We intend that this policy will qualify as a life insurance policy as defined by Section 7702 of the Code. In order to maintain such qualification, we reserve the right to increase the amount of insurance, to return any excess accumulation value, or to limit the amount of premium we will accept. In addition, unless you have specified otherwise in writing, if the payment of a premium would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your payment.

Will evidence of insurability be required upon the payment of a premium?

We reserve the right to require evidence of insurability satisfactory to us for any premium payment that would result in an immediate increase in the net amount at risk.

What happens to unallocated money we receive?

Unless money we receive is designated by you as a repayment of loan or loan interest, we will automatically apply it as premium for your policy.

Is there a premium refund at the insured's death?

If the Level Death Benefit Option is in effect at the insured's death, we will pay to the beneficiary any premium amount that was paid after the insured's death. However, if your policy contains a Waiver of Premium Agreement and the last premium applied after the insured's death was waived by us under that agreement, we will not refund that premium.

If the Increasing or Sum of Premiums death benefit option is in effect at the insured's death, we will not refund any premium after the insured's death.

Is there a premium refund at surrender?

No.

Accumulation Value

What is the accumulation value?

The accumulation value is equal to the sum of the values in the fixed account and the loan account.

Does the fixed account earn interest?

The fixed account earns interest at a rate at least equal to the guaranteed interest rate shown on the policy data pages. We may, at our discretion, credit interest at a higher rate. We calculate and credit interest on a daily basis.

What is the value of the fixed account?

As of the date the initial premium is paid, the value in the fixed account is equal to the net premium resulting from the payment. On any day thereafter, the value in the fixed account is equal to:

- (1) the fixed account value as of the prior day;
- (2) plus interest earned since the prior day;
- (3) plus the amount of any net premiums paid since the prior day;
- (4) plus any policy loan repayment and any accrued loan interest transferred from the loan account since the prior day;
- (5) minus the amount of any charges assessed against the fixed account since the prior day;
- (6) minus the amount of any transfer from the fixed account to the loan account since the prior day;

- (7) minus the amount of any partial surrender since the prior day.

Does the loan account earn interest?

The loan account earns interest at a rate at least equal to the guaranteed interest rate shown on the policy data pages. We may at our discretion, calculate interest at a higher rate. We calculate interest and add it to the fixed loan account on a daily basis.

At every policy loan transaction and policy anniversary, the accrued loan account interest is transferred to your fixed account.

What is the value of the loan account?

As of the initial loan transaction date, the value of the loan account is equal to the value of any policy loan on such date. After the initial loan transaction date, the value of the loan account is equal to:

- (1) the loan account value as of the prior day;
- (2) plus any interest earned since the prior day;
- (3) plus any new policy loan since the prior day;
- (4) minus any policy loan amount repaid since the prior day;
- (5) minus any amount transferred to the fixed account since the prior day.

Basis of Values

Do the values in this policy conform to the minimums required by law?

All nonforfeiture values for this policy will be at least equal to the minimum values required by the state in which this policy was delivered. A detailed statement showing how those values are determined has been filed with the insurance department in states that require such filing.

What is the basis for the calculations of the nonforfeiture values?

We use the guaranteed interest rate shown on the policy data pages and the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Sex-Distinct Mortality Tables. However, if the policy was issued as unisex, we use a corresponding unisex mortality table, the 2001 Commissioners Standard Ordinary Smoker Distinct, Ultimate, Age Nearest Birthday, Table B (80% male, 20% female) Mortality Tables. The gender of the insured shown on the policy data pages describes whether the policy was issued as sex-distinct or unisex.

Policy Changes

What policy changes can be made under this policy?

After the first policy anniversary, you may ask us to make any of the following policy changes:

- (1) increase or decrease the face amount;

- (2) change the death benefit option;
- (3) take a partial surrender;
- (4) change the risk class of the insured.

You may request a policy change by completing a policy change application. Increases in face amount or changes in risk class may only be requested while the insured is alive. Increases may only be requested prior to the insured's attainment of age 90.

Will evidence of insurability be required?

Any change in the risk class of the insured or any increase in the net amount at risk resulting from a policy change will require evidence of insurability satisfactory to us.

When will a policy change be effective?

A policy change will become effective only:

- (1) after we approve and record it at our home office; and
- (2) while the health of the insured remains as stated in the application for this change.

When we approve your written request for a change, we will mail you at your last known address, new policy data pages with a copy of your change application attached to them.

Policy Charges

What types of charges are there under this policy?

Charges under this policy are those which we assess against your premiums and your accumulation value.

What charges are assessed against premiums?

Against each premium, we assess a premium charge not to exceed the percent shown on the policy data pages.

What charges are assessed against your accumulation value?

Against your accumulation value, we assess:

- (1) Monthly Policy Charge. This charge will not exceed the amount shown on the policy data pages. This charge is to cover certain administrative expenses, including those attributable to the records we create and maintain for your policy.
- (2) Policy Issue Charge. This charge is for the period of years shown on the policy data pages and applies to the coverage layers at issue and following face amount increases. This charge is to recover the expense of issuing, underwriting and distributing the policy.
- (3) Cash Extra Charge. This charge is a monthly charge which compensates us for providing the death benefit when certain mortality risks exceed the standard and is shown on the policy data pages.

- (4) **Additional Agreements Charge.** If any agreements are attached to this policy, there may be a monthly charge for any such agreement shown on the policy data pages.
- (5) **Cost of Insurance Charge.** This charge for each coverage layer is calculated by multiplying the net amount at risk for that coverage layer by a rate which varies with the insured's age, gender, and risk class. The maximum cost of insurance rates for the initial coverage layer are shown on the policy data pages. The maximum cost of insurance rates for any subsequent coverage layer are shown on the new policy data pages sent at the time of the increase. This charge compensates us for providing the death benefit under this policy.
- (6) **Transaction Charge.** This charge will not exceed the amount shown on the policy data pages and is charged at every point when a policy change occurs. If more than one policy change is made at the same time, only one transaction charge will be assessed. This charge is for expenses associated with processing such changes.
- (7) **Surrender Charge.** This charge is for the period of years shown on the policy data pages and applies to coverage layers at issue and following face amount increases. This charge is to recover Policy Issue Charges that have not yet been assessed.

Which of the policy charges are subject to adjustment?

All of the policy charges are subject to adjustment, but the policy charges will never exceed the maximum amounts shown on the policy data pages.

If any policy charge is adjusted, any such adjustment will be based on future estimated or emerging experience. Those experience factors that could cause a change in the policy charges are interest, mortality, persistency, taxes, and expenses.

When are charges assessed against your accumulation value?

Charges against your accumulation value are assessed in advance on the policy date and at every monthly policy anniversary in the following order:

- (1) The Monthly Policy Charge, then
- (2) The Policy Issue Charge, then
- (3) The Cash Extra Charge, then
- (4) The Charges for Additional Agreements, then
- (5) The Cost of Insurance Charge.

A Transaction Charge is assessed against your accumulation value when a policy change is made. A Surrender Charge is assessed against your accumulation value when the policy is surrendered or terminates.

What if there is insufficient accumulation value to cover the monthly charges?

If the accumulation value less the sum of the policy loan and any unpaid policy loan interest is insufficient to cover the monthly charges on any monthly policy anniversary, a 61-day grace period begins. Your policy will remain in force during the grace period. You may pay premiums during this grace period to cover the insufficiency and continue your policy in force beyond the grace period. We will send you and any assignee of record, at the last known address, at least 31 days prior to the end of the grace period, a written notice indicating the due date and the payment required to keep your policy in force.

What is the payment required to keep the policy in force?

The payment required to keep your policy in force after the grace period is equal to three times the sum of all the monthly charges that were due at the beginning of the grace period, plus the premium charge that would apply.

What happens if this payment is not made within the grace period?

If the payment is not paid by the end of the grace period, your policy will terminate.

What happens if the insured's death occurs during the grace period?

If the insured's death occurs during the grace period, the death proceeds will be paid to the beneficiary.

Reinstatement

Can you reinstate your policy after it has terminated?

Yes. At any time within three years from the date of policy termination, you may ask us to restore your policy to an inforce status, unless the policy has terminated because the surrender value has been paid. We will require:

- (1) your written request to reinstate this policy;
- (2) that you submit to us at our home office during the insured's lifetime evidence satisfactory to us of the insured's insurability so that we may have time to act on the evidence during the insured's lifetime;
- (3) a payment sufficient to cover all monthly charges and policy loan interest due and unpaid during the grace period; and
- (4) a premium sufficient to keep the policy in force for three (3) months after the date of the reinstatement.

What is the effective date of the reinstatement?

The effective date of the reinstated policy will be the first monthly anniversary on or after the date we approve your request to reinstate.

What will the surrender and policy issue charges and accumulation value be at the reinstatement date?

The surrender charge and policy issue charge schedules that were in place at the end of the grace period will be effective at the reinstatement date. The accumulation value at the reinstatement effective date will be equal to the premium amount listed above (item 4) less the premium charge that is assessed against that premium. We will send you new policy data pages when your policy is reinstated.

Policy Loans

Can you borrow money on your policy?

You may borrow up to the maximum loan amount. This amount is determined as of the date we receive your request for a loan. We will require your written request for a policy loan. The policy will be the only security required for your loan.

We have the right to postpone your loan for up to six months. We cannot do so if the loan is to be used to pay premiums on any policies you have with us.

What is the maximum amount available for all policy loans?

The maximum amount available for all policy loans under your policy is the accumulation value less the surrender charge less three (3) months of monthly charges. This amount will be determined as of the date we receive your request for a loan at our home office.

What is the policy loan interest rate?

The policy loan interest rate is shown on the policy data pages.

When is policy loan interest due and payable?

Policy loan interest is due on a policy loan transaction, on each policy anniversary, on surrender or termination of the policy and on the date of the insured's death. If you do not pay the interest on your loan in cash, your policy loan will be increased by an additional policy loan in the amount of the unpaid interest. It will then be charged the same rate of interest as your loan.

What happens when you take a policy loan?

If you take a policy loan, we will transfer the loan amount from the fixed account to the loan account.

What happens when you repay a policy loan?

When you repay a policy loan, we transfer the repayment amount from your loan account to your fixed account.

How and when can you repay your loan?

If your policy is in force, your loan can be repaid in part or in full at any time before the insured's death. Your loan may also be repaid within 60 days after the date of the

insured's death if we have not paid any of the benefits under this policy.

What happens if you do not repay your loan?

Your policy will remain in force so long as the accumulation value less the sum of the policy loan and any unpaid policy loan interest is sufficient to cover the monthly charges. Otherwise, your policy will terminate.

To prevent your policy from terminating, you will have to make a loan repayment. We will notify you 61 days in advance of our intent to terminate the policy and the loan repayment required to keep it in force. The time for repayment will be within 61 days after our mailing of the notice.

Surrender

May the policy be surrendered?

You may request to surrender your policy at any time before the insured's death.

Is there a surrender charge?

The surrender charge is shown on the policy data pages of this policy.

What is the surrender value of your policy?

The surrender value is the accumulation value less any unpaid policy charges which we assess against accumulation value, less any policy loan, less any unpaid policy loan interest, and less the surrender charge. You may surrender your policy at any time. If you surrender your policy within 30 days following a policy anniversary, the surrender value will not be less than the surrender value on the policy anniversary.

How do you surrender your policy?

Send your policy and a written request for surrender to us at our home office. We will send your surrender proceeds to you in a single sum unless you request otherwise.

Is a partial surrender permitted?

You may make a partial surrender of your surrender value any time after the first policy anniversary. The amount of a partial surrender must be \$500 or more.

With the Level Option a partial surrender will cause a decrease in the face amount equal to the amount surrendered.

What is the maximum partial surrender permitted?

The maximum amount of partial surrender permitted at any time is the accumulation value:

- (1) minus any policy loan and accrued loan interest,
- (2) minus the surrender charge,
- (3) minus three (3) months of monthly charges.

Are there restrictions on the amount of the partial surrender?

Yes. If a requested partial surrender would cause your policy to be disqualified as life insurance under the Code, we will not accept your request. In addition, unless you have specified otherwise in writing, if a requested partial surrender would cause your policy to be classified as a modified endowment contract under the Code, we will not accept your request.

May policy payments be deferred?

Yes. We reserve the right to defer policy payments for up to six months from the date of your written request. If we postpone our payment for more than 31 days, we will pay you interest at 3 percent per year for the period during which payment is postponed.

What if the insured's death occurs after you request a surrender?

If the insured's death occurs after we receive your surrender request, we will pay the surrender value to you or your estate; we will not pay a death benefit to the beneficiary.

Additional Information

Can you assign your policy?

Your policy may be assigned. The assignment must be in writing and filed with us at our home office and unless you specify otherwise, shall take effect on the date you sign the notice of assignment. We assume no responsibility for the validity or effect of any assignment of this policy or of any interest in it. Any proceeds which become payable to the assignee will be payable in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of that interest.

What if the age or gender of the insured is misstated?

If the age or gender of the insured has been misstated, we will adjust the death benefit based on what the last monthly charges would have purchased at the correct age and gender.

When does your policy become incontestable?

After this policy has been in force during the lifetime of the insured for two years from the policy date, we cannot contest this policy, except for the nonpayment of premiums or fraud, except for those states where fraud is not allowed as a reason to contest.

However, if there has been a policy change or reinstatement for which we required evidence of insurability, that policy change or reinstatement will be contestable for two years during the lifetime of the insured, from the effective date of the policy change or reinstatement.

Is there a suicide exclusion?

Yes. If the insured, whether sane or insane, dies by suicide within two years of the policy date, our liability will be limited to an amount equal to the premiums paid for this policy less any policy loan, unpaid loan interest, and partial surrenders. If there has been a policy change for which we required evidence of insurability, and if the insured dies by suicide within two years from the effective date of the policy change, our liability with respect to the policy change will be limited to an amount equal to the portion of the monthly charges associated with that policy change.

MINNESOTA LIFE ACCUMULATOR UNIVERSAL LIFE INSURANCE POLICY

Flexible Premium Universal Life

Flexible Premium as stated in this Policy

Nonparticipating

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual holding company. You are a member of the Minnesota Mutual Companies, Inc., which holds its annual meetings on the first Tuesday in March of each year at 3 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

MINNESOTA LIFE

<i>SERFF Tracking Number:</i>	<i>MNNL-126799235</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46710</i>
<i>Company Tracking Number:</i>	<i>10-220.03</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Flexible Premium Universal Life</i>		
<i>Project Name/Number:</i>	<i>Accumulator Universal Life/10-220.03</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: CERTIFICATION OF READABILITY.pdf		

	Item Status:	Status Date:
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Satisfied - Item: Application

Comments:
The following applications were previously approved as follows:

F59410 Rev 3-2006 (Part 1 Application New Issue) and F59536 Rev 3-2006 (Part 3 Application New Issue) were approved on 7/7/2006 under SERFF Tracking #USPH-6PNQJB779.

F.59573 8-2003 (Part 2 Application Nonmedical) was approved on 6/10/2004 under SERFF Tracking #USPH-5ZRT7Z845.

Attachments:
F59410 Rev 3-2006 Application Part 1.pdf
F59536 Rev 3-2006 Application Part 3.pdf
F.59573 8-2003 Application Part 2.pdf

	Item Status:	Status Date:
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Satisfied - Item: Statement of Variability

Comments:

Attachment:
Statement of Variability AR.pdf

	Item Status:	Status Date:
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SERFF Tracking Number: MNNL-126799235 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 46710
Company Tracking Number: 10-220.03
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Flexible Premium Universal Life
Project Name/Number: Accumulator Universal Life/10-220.03

Satisfied - Item: Specification Page Variations by
Risk Class

Comments:

The Cash Extra and Rated examples of specifications pages used with this product are attached.

Attachments:

10-220.03 Data Pages - Cash Extra - AR.pdf
10-220.03 Data Pages-Rated - AR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification of Compliance

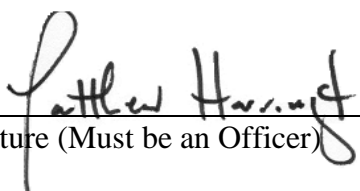
Comments:

Attachment:

Certification of Compliance.pdf

CERTIFICATION OF READABILITY

This is to certify that the attached Accumulator Universal Life Insurance Policy
Form Number 10-220.03 has achieved a Flesch Reading Ease Score of 53.8
and complies with the requirements of Ark. Stat. Ann. §66-3251 through 66-3258, cited as the
Life and Disability Insurance Policy Language Simplification Act.



Signature (Must be an Officer)

Name: Matthew Harrington

Title: Assistant Secretary

Date: September 2, 2010

If an insurer chooses to score certain forms as separate from the policy with which they may be used, this information must be contained in the certificate.

If a policy is scored by a method other than the Flesch reading ease score, use of the alternate method shall be explained in detail.

Application Part 1

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

A. Proposed Insured Information	Proposed insured name (last, first, middle)		
	Social Security number	Date of birth (month, day, year)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
	Driver's license number	Issue state	Expiration date
	Home telephone number	Business telephone number	
	Birthplace (state or, if outside the US, country)	E-mail address	
	Street address (no P.O. Box)		
	City	State	Zip code
	Occupation	Years in occupation	Income
B. Product	Product applied for	Base face amount \$	
	Total annual planned premium (excluding NRP)	Plan of insurance (if applicable)	
	Death benefit qualification test (if applicable, defaults to GPT if none selected) <input type="checkbox"/> Guideline Premium Test (GPT) <input type="checkbox"/> Cash Value Accumulation Test (CVAT)		
	Death benefit option (defaults to Cash/Level if none selected) <input type="checkbox"/> Cash/Level <input type="checkbox"/> Protection/Increasing <input type="checkbox"/> Sum of Premiums		Dividend option
C. Additional Benefits and Agreements <i>Select only those agreements available on the product(s) applied for.</i>	<input type="checkbox"/> Waiver of Premium Agreement		
	<input type="checkbox"/> Waiver of Charges Agreement		
	<input type="checkbox"/> Guaranteed Protection Waiver		
	<input type="checkbox"/> Face Amount Increase Agreement \$		
	<input type="checkbox"/> Accelerated Benefit Agreement (Submit ABA Outline of Coverage form)		
	<input type="checkbox"/> Death Benefit Guarantee Agreement		
	<input type="checkbox"/> Family Term Agreement - Children (Submit Family Term Application) \$		
	<input type="checkbox"/> Policy Enhancement Rider _____% (Indicate a whole number from 3 to 10%)		
	<input type="checkbox"/> Estate Preservation Agreement \$ Face Amount (Not to exceed 122% of base amount)		
	<input type="checkbox"/> Other _____		
THE FOLLOWING BENEFITS AND AGREEMENTS WILL BE ADDED IF AVAILABLE FOR YOUR POLICY, UNLESS YOU CHOOSE TO OMIT THEM:			
<input type="checkbox"/> Omit Automatic Premium Loan <input type="checkbox"/> Omit Cost of Living Agreement			
<input type="checkbox"/> Omit Inflation Agreement			
D. Special Dating	<input type="checkbox"/> Date to save age		
	<input type="checkbox"/> Specific date: _____ (month, day, year)		
	Are there any other Minnesota Life applications associated with this application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide details and whether the policies should have the same issue date.		

E. Life Insurance In Force and Replacement <i>Submit appropriate replacement forms (not needed if replacing group coverage).</i>	Does the proposed insured have any life insurance or annuity in force or pending, including life insurance sold or assigned to a life settlement, viatical or secondary market provider? If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Has there been or will there be replacement of any existing life insurance or annuity, as a result of this application? (Replacement includes, but is not limited to, a lapse, surrender, 1035 Exchange, loan, withdrawal, or other change to any existing life insurance or annuity.) If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No				
	Life Insurance In Force				
	Full Company Name	Amount	Year Issued	Type <input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	Will it be Replaced? <input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Individual or <input type="checkbox"/> Group <input type="checkbox"/> Personal or <input type="checkbox"/> Business	<input type="checkbox"/> Yes <input type="checkbox"/> No

F. Beneficiary Information <i>If the beneficiary is a trust, give complete trust name and date trust established.</i>		Beneficiary Name	Relationship to Proposed Insured	SSN/TIN (If known)
	Primary			
	Contingent			

G. Owner Information <i>Submit the appropriate trust, corporate, or non-corporate form(s).</i>	Only complete this section if the Owner is different than the insured.		
Owner name (last, first, middle)			
<input type="checkbox"/> Individual <input type="checkbox"/> Trust <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____			
Social Security or tax ID number		Date of birth or trust date	
Street address (no P.O. box)			
City		State	Zip code
Relationship to proposed insured		Telephone number	
E-mail address			

H. Premium and Billing Information

Premium Notice Should Be Sent To:

- ☐ Proposed Insured Address in Section A ☐ Owner Address in Section G
☐ Owner's Business/Employer Address (Indicate below) ☐ Other (Indicate below)

Name

Address

City

State

Zip code

Payment Method

- ☐ Annual ☐ Monthly Automatic Payment Plan (APP) Plan Number _____
(If new plan, submit APP Authorization)
☐ Semi-Annual ☐ Payroll Deduction Plan (PRD) Plan Number _____
☐ Quarterly ☐ List Bill Plan Number _____
(If new plan, submit List Bill form)

Non-Repeating Premium (NRP)

Regular NRP \$ _____
(\$500 minimum required)

Billable Non-Repeating Premium (Billable NRP)

(If base premium is paid through a list bill, the NRP must also be billed through the same list bill.)

Total Annual Billable NRP \$ _____
(Minimum annual \$600 NRP required. Minimum annual \$2,400 base premium required.)

Include Billable NRP at issue, with first premium payment? ☐ Yes ☐ No

Payment Method

- ☐ Annual ☐ Monthly Automatic Payment Plan (APP) Plan Number _____
(If new plan, submit APP Authorization)
☐ Semi-Annual ☐ Payroll Deduction Plan (PRD) Plan Number _____
☐ Quarterly

1035 Exchange

(Submit 1035 Exchange Agreement form)

☐ Yes ☐ No

Money Submitted with Application

Has the owner paid money with this application to the representative? ☐ Yes ☐ No

If yes, amount: \$ _____

Was a receipt given? ☐ Yes ☐ No

I. Special Mailing Address

If mail (other than the premium notice) should be sent somewhere other than the owner's Home Address, please indicate here.

- ☐ Owner's Business Address
☐ Other - Indicate Name and Address

Name (last, first, middle)

Address

City

State

Zip code

Make all checks payable to Minnesota Life.

J. Proposed Insured Underwriting Information	<div> <div> 1. Is the proposed insured a US citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> If no, citizen of _____ Indicate visa type _____ </div> </div> <div> 2. Does the proposed insured plan to travel or reside outside the US in the next two years? <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> If yes, provide the city(s) and country(s), dates, length of stay, and purpose of travel: _____ _____ </div> <div> 3. Has the proposed insured within the last five years, or does the proposed insured plan to engage in piloting a plane? If yes, complete the Military and Aviation Statement. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 4. Has the proposed insured within the last five years, or does the proposed insured plan to engage in sky diving, motor vehicle or boat racing, mountain/rock climbing, hang gliding, or underwater diving? If yes, complete Sports and Avocation Statement. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 5. Is the proposed insured in the Armed Forces, National Guard, or Reserves? If yes, complete Military and Aviation Statement. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 6. Has the proposed insured applied for insurance within the last six months? If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 7. Has the proposed insured applied for life insurance in the past five years that was declined or rated? If yes, provide details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 8. Has the proposed insured, within the past ten years, been convicted of a driving while intoxicated violation, had a driver's license restricted or revoked, or been convicted of a moving violation? If yes, provide dates and details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div> 9. Except for traffic violations, has the proposed insured ever been convicted of a misdemeanor or felony? If yes, provide dates and details below. <input type="checkbox"/> Yes <input type="checkbox"/> No </div>
K. Additional Remarks	
L. Home Office Endorsements	<div> Home Office Corrections or Additions Acceptance of the policy shall ratify changes entered here by Minnesota Life. Not to be used in IA, IL, KS, KY, MD, MI, MN, MO, NH, NJ, OR, PA, TX, WI, or WV for change in age, amount, classification, plan or benefits unless agreed to in writing. </div>

Application Part 3

Agreements and Authorizations

MINNESOTA LIFE

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

Proposed Insured Name (last, first, middle)

AGREEMENTS: I have read, or had read to me the statements and answers recorded on my application. They are given to obtain this insurance and are, to the best of my knowledge and belief, true and complete and correctly recorded. I understand that any false statement or misrepresentation on this application may result in loss of coverage under this policy subject to the incontestability provision. I agree that they will become part of this application and any policy issued on it. The insurance applied for will not take effect unless the policy is issued and delivered and the full first premium is paid while the health of the Proposed Insured remains as stated in this application. **If such conditions are met, the insurance will take effect as of the earlier of the Policy Date specified in the policy or the date the policy is delivered to me; the only exception to this is provided in the Life Receipt and Temporary Insurance Agreement, issued if the premium is paid in advance.**

VARIABLE ADJUSTABLE LIFE: I understand that the amount or the duration of the death benefit (or both) of the policy applied for may increase or decrease depending on the investment results of the sub-accounts of the separate account. I understand that the actual cash value of the policy applied for increases and decreases depending on the investment results. There is no minimum actual cash value for the policy values invested in these sub-accounts.

AUTHORIZATION: I authorize any physician, medical practitioner, hospital, clinic or other health care provider, insurance or reinsuring company, consumer reporting agency, the Medical Information Bureau, Inc. (MIB), or employer which has any records or knowledge of the physical or mental health of me or my minor children, to give all such information and any other non-medical information relating to such persons to Minnesota Life or its reinsurers. This shall include ALL INFORMATION as to any medical history, consultations, diagnoses, prognoses, prescriptions or treatments and tests, including information regarding alcohol or drug abuse and AIDS or AIDS-related conditions. To facilitate rapid submission of such information, I authorize all said sources, except MIB, to give such records or knowledge to any agency employed by Minnesota Life to collect and transmit such information.

I understand this information is to be used for the purpose of determining eligibility for insurance and may be used for determining eligibility for benefits. I understand this information may be made available to Underwriting, Claims, support staff, licensed representatives, and firms of Minnesota Life. I authorize Minnesota Life or its reinsurers to release any such information to reinsuring companies, the MIB, or other persons or organizations performing business or legal services in connection with my application, claim or as may be otherwise lawfully required or as I may further authorize.

I agree this authorization shall be valid for twenty-four months from the date it is signed. I may revoke this authorization at any time by sending a written request addressed to the Individual Underwriting Department, Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098.

I understand that I have the right to request and receive a copy of this authorization and that a photocopy of this authorization shall be as valid as the original.

I acknowledge that I have been given the Your Privacy Is Important To Us notice.

FRAUD WARNING: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Proposed insured signature	Date	City	State
X Owner signature (if other than proposed insured) (give title if signed on behalf of a business)	Date	City	State
X Parent/conservator/guardian signature (juvenile applications)	Date	City	State

I believe that the information provided by this applicant is true and accurate. I certify I have accurately recorded all information given by the Proposed Insured(s).

Licensed representative signature	Date
X	

Application Part 2

Minnesota Life Insurance Company • Life New Business
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Proposed Insured Name (last, first, middle)	Date of Birth
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Height and Weight	Change in Past Year	Cause of Weight Gain or Loss
FT. IN. LBS.	LBS. <input type="checkbox"/> GAIN <input type="checkbox"/> LOSS	

	Yes	No
1. A. Have you ever smoked cigarettes?	<input type="checkbox"/>	<input type="checkbox"/>
Current Smoker <input type="checkbox"/>		
Past Smoker <input type="checkbox"/>		
Packs Per Day		
Date Last Cigarette Smoked (MM, DD, YY)		
B. Have you ever used tobacco, other than cigarettes, in any form?		
What Type		
Current User <input type="checkbox"/>		
Past User <input type="checkbox"/>		
How Much		
Date of Last Use (MM, DD, YY)		
2. Are you taking or do you take any prescription or non-prescription medications or drugs?	<input type="checkbox"/>	<input type="checkbox"/>
3. During the past 10 years have you had or been treated for:		
A. Seizures; epilepsy; paralysis; fainting spells; headaches; dizziness; sleep disorder; or any other disorder of the brain or nervous system?	<input type="checkbox"/>	<input type="checkbox"/>
B. Depression; stress; anxiety; nervousness; nervous breakdown; or any other nervous, mental, or emotional disorder?	<input type="checkbox"/>	<input type="checkbox"/>
C. High blood pressure; chest pain; chest discomfort or tightness; heart attack; heart murmur; stroke; irregular heart beat; or any other disease or disorder of the heart or blood vessels?	<input type="checkbox"/>	<input type="checkbox"/>
D. Asthma; shortness of breath; bronchitis; pneumonia; emphysema; chronic cough; or any other lung or respiratory disorder?	<input type="checkbox"/>	<input type="checkbox"/>
E. Abdominal pain; ulcer; colitis; cirrhosis; hepatitis; recurrent diarrhea; intestinal bleeding; or any other disease of the liver, gallbladder, pancreas, stomach, or intestines?	<input type="checkbox"/>	<input type="checkbox"/>
F. Kidney stone; protein, sugar, blood or blood cells in the urine; or any disorder of the urinary tract, bladder or kidneys?	<input type="checkbox"/>	<input type="checkbox"/>
G. Disorder or abnormality of the prostate, uterus, ovaries, or breasts; pregnancy complication; testicular disease; genital herpes, syphilis, gonorrhea, or other sexually transmitted disease?	<input type="checkbox"/>	<input type="checkbox"/>
H. Diabetes; thyroid disorder; lymph node enlargement; skin disorder; or disorder of any other glands?	<input type="checkbox"/>	<input type="checkbox"/>
I. Cancer; tumor; or cyst?	<input type="checkbox"/>	<input type="checkbox"/>
J. Anemia, leukemia, or other blood disorder?	<input type="checkbox"/>	<input type="checkbox"/>
K. Back or neck pain; spinal strain or sprain; sciatica; arthritis; gout; carpal tunnel syndrome; or any bone, joint, or muscle disorder?	<input type="checkbox"/>	<input type="checkbox"/>
L. Disorder of the eyes, ears, nose or throat?	<input type="checkbox"/>	<input type="checkbox"/>
M. Any physical deformity or defect?	<input type="checkbox"/>	<input type="checkbox"/>
N. Any immune deficiency disorder including AIDS or AIDS-Related Complex (ARC), or AIDS-related conditions?	<input type="checkbox"/>	<input type="checkbox"/>
O. A blood test showing evidence of antibodies to the AIDS (HIV) virus?	<input type="checkbox"/>	<input type="checkbox"/>
P. Any chronic or recurrent fever, fatigue or viral illness?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you consume alcoholic beverages? If yes, what kinds, how much and how often?	<input type="checkbox"/>	<input type="checkbox"/>
5. During the past 10 years:		
A. Have you been advised to limit the use of alcohol or drugs; sought or received treatment, advice, or counseling for alcohol or drugs; or joined a group because of alcohol or drug use?	<input type="checkbox"/>	<input type="checkbox"/>
B. Have you tried or used cocaine, heroin, marijuana, barbiturates or other controlled substances?	<input type="checkbox"/>	<input type="checkbox"/>

6. Other than above, have you in the past five years:

- A. Consulted or been advised to consult a physician, psychiatrist, psychologist, therapist, counselor, chiropractor, or other health care practitioner? (Include regular check-ups.) ☐ ☐
- B. Had a check-up, illness, or surgery, or been treated or evaluated at a hospital or any other health care facility? ☐ ☐
- C. Had an EKG, x-ray, stress test, echocardiogram, angiography, blood studies or any other diagnostic test? ☐ ☐
- D. Been advised to have any test, hospitalization, or surgery which was not completed? ☐ ☐

7. Family History: Make a note of diabetes, cancer, melanoma, heart, and kidney disease.

		Age(s)	Health History		Age(s)	Cause of Death
Father	Living			Deceased		
Mother						
Siblings						
Siblings						

8. Do you have a personal physician or belong to an H.M.O. or clinic? If so, please provide information below. ☐ ☐

Name		Phone Number	
Street Address			
City		State	Zip Code
Date Last Seen	Reason		

Give details of all yes answers, including doctors' names, addresses and dates.

ACCUMULATOR UNIVERSAL LIFE POLICY
Policy Form 10-220.03
STATEMENT of VARIABILITY
for
POLICY DATA PAGES

SECTION:	VARIABLE DATA	EXPLANATION
Insured	36 characters	Individual Insured's Names
Age	0 through 90	Issue Age of each insured
Gender	Male Female Unisex	Defines Gender for rates
Policy Number	Varies	Specific to each policyowner
Policy Date	Effective Date of the policy	Defines policy as a new issue
Policy Change Date	Policy Change Date: Month, DD, CCYY Policy Change text concerning suicide and incontestable	A. This only prints on a new set of data pages when a policy change has been made. B. Once the first policy change has been made, this section will always print on any new data pages produced for a new change. For subsequent changes, only the date will be updated.
Death Benefit Option	Level Increasing Sum of Premiums	Displays Death Benefit Option in effect as of the policy date or most recent policy change date
Insurance Amount as of Face Amount Term Insurance Agreement Total Insurance Amount	A. As of effective date for the amount of insurance B. The face amount of insurance as of the effective date C. Amount of insurance provided by Term Insurance Agreement if option is elected. D. Total face amount of insurance plus the amount of term insurance, if any.	A. Varies B. Minimum face amount = \$100,000; maximum = \$100,000,000. C. Will only print if the Term Insurance Agreement is elected by the policyowner. Maximum amount = 4 x Base Face Amount. D. Varies by policyowner
Monthly Initial Minimum Premium	Amount (\$x,xxx,xxx.xx) Date (Month, DD, CCYY)	A. Defines the minimum monthly amount of premium used to determine the minimum payment required to put the policy in force B. Effective date of coverage
Planned Premium	\$X,XXX,XXX.XX Monthly \$X,XXX,XXX.XX Quarterly \$X,XXX,XXX.XX Semiannual \$X,XXX,XXX.XX Annual	Defines premium amount and mode the owner intends to pay.
Maturity Date	Date (Month, DD, CCYY)	The date shown on the policy data pages. The date the policy's surrender value, if any, will be paid.
Basic Policy – Coverage Layer	All information* in each coverage layer is specific to that layer. *(a) Effective date (b) age (c) risk class (d) waiver	(a) New issue creates one coverage layer with the effective date of issue. (b) Age as of effective date. (c) one of the 8 risk classes offered (d) Only one of the two previously state-approved Waivers is allowed on the policy at one time. The appropriate waiver type will print.

SECTION:	VARIABLE DATA	EXPLANATION
Total Face Amount	The total face amount of insurance as of the effective date	Minimum face amount = \$100,000; maximum = \$100,000,000.
Risk Class	Preferred Select Non-Tobacco Preferred Non-Tobacco Preferred Tobacco Non-Tobacco Plus Standard Non-Tobacco Standard Tobacco Special Risk XXX% Tobacco Special Risk XXX% Non-Tobacco	The risk class is unique to each coverage layer.
Additional Agreements	<p>If any of the following IIPRC approved or previously state-approved agreements are selected, they will be displayed here.</p> <p>Accelerated Death Benefit Agreement Accidental Death Benefit Agreement Death Benefit Guarantee Agreement Term Insurance Agreement Overloan Protection Agreement Early Values Agreement Guaranteed Insurability Option Agreement Surrender Value Enhancement Agreement Children's Term Agreement Long Term Care Agreement Waiver of Premium Agreement* Waiver of Charges Agreement*</p> <p>*Waiver is specific to each coverage layer and displayed under the coverage layer on page 1A rather than in the list of Additional Agreements.</p>	<p>(a) Lists optional agreements available for this policy. (b) Only those Optional agreements chosen by owner will print. (c) If no agreements chosen, this section will not print. (d) Cannot have both Death Benefit Guarantee and Term Insurance Agreements at the same time. (e) Cannot have both Waivers at same time. (f) Waiver displays with its respective coverage layer and not in Agreements section.</p> <p>The effective date for any agreement will vary from policyowner to policyowner and will be the date the agreement becomes effective as part of each policyowner's policy.</p>
Death Benefit Qualification Test	Cash Value Accumulation Test, or Guideline Premium Test	IRS life insurance qualification test is chosen by owner at issue. Once chosen, cannot change.
Guaranteed Interest Rate	<p>Rate: 3% guaranteed for life of policy</p> <p>Possible future range: 1% to 7%</p>	Not anticipated to change. If it changes to a new guaranteed rate within the range, will apply to new issues only.
Net Amount at Risk Divisor	<p>Factor: 1.002466 guaranteed for life of policy</p> <p>Function of Guaranteed Interest Rate</p>	Not anticipated to change from that shown. If it changes, would apply to new issues only.
Policy Loan Interest Rate	<p>4% for duration of any fixed loan</p> <p>Range possible is 2% - 8%</p>	4% for the length of loan. Not anticipated to change. If it changes, new rate will apply to new issues only.
"Other Important Information"	Guideline Premium Test Death Benefit Percentage Factors Page (Factors do not change)	This page will only print if the Guideline Premium Test is chosen by the owner.
Exchange Disclosure	Exchange disclosure language	The exchange disclosure will only print if the policy is originally issued as the result of an exchange from another Minnesota Life or Securian Life policy.

SECTION:	VARIABLE DATA	EXPLANATION
Text paragraph at top of Max Monthly COI rates pages; rate is applied to the base and any previously state-approved agreements.	If applicable, applies to the Term Insurance Agreement	EACH page will carry a descriptive line indicating the coverage layer to which the charges apply
Surrender Charges	Charge amounts for respective months will vary with each policy	Surrender Charge assessed against accumulation value when the policy is surrendered
Premium Charge	Max Charge: 7% for the life of the contract. Current charge is 5.5% for the life of the contract. Range: 1% to 12%	Maximum percent of premium charged against premiums each time a premium is applied. Rate not anticipated to change; if changed, will apply to new issues only.
Monthly Policy Charge	Max Charge: \$12.00 per mo plus \$0.0125 per 1,000 of face amount per month. Current charge is \$5.00 per mo plus \$0.0 per 1,000 of face amount per month. Ranges: \$1 to \$25 per policy .001 to .03 per \$1,000 of face amount.	Maximum monthly policy charge. Rates not anticipated to change; if changed within the range, will apply to new issues only.
Transaction Charge	Max Charge: \$100 maximum guaranteed for life of the contract Range:\$25 - \$200	Maximum cost charged for policy transaction. If maximum changes, it apply to new issues only.
Policy Issue Charge	Charge: Unique to each coverage layer Range \$0 to \$4 per thousand	Will be one line of data for each coverage layer; each additional line will coincide with each additional layer of coverage
Waiver of Premium Agreement Charge Waiver of Charges Agreement Charge	Amount and beginning and ending effective dates will vary with each policy and at every policy change date.	Defines monthly charges that will apply if policyholder chooses either of the Waiver agreements. Charge depends on issue age, gender and risk class of the insured.
Guaranteed Insurability Option Agreement Charge	Charge Range \$0.0292 to \$0.192 per thousand	Charge depends on issue age of the insured. The monthly charge is applicable through the anniversary at which the insured's attained age becomes equal to 40.
Accidental Death Benefit Agreement Charge	Charge Range \$0.05 to \$0.14 per thousand	Charge depends on issue age and gender of the insured. The monthly charge is applicable through the anniversary at which the insured's attained age becomes equal to 70.
Overloan Protection Agreement Charge	Charge Range 1% to 10% of the AV	The one-time charge is not dependent on any variables.
Early Values Agreement Charge	Charge Range 0.005% to 0.1% of the AV	Monthly Charge is not dependent on any variables.
Children's Term Agreement Charge	Charge Range \$3 to \$8 per thousand	The monthly charge is applicable through the anniversary at which the youngest child's age is 25.

SECTION:	VARIABLE DATA	EXPLANATION
Long Term Care Agreement Charge	Charge Range \$0.0083 to \$5.46 per thousand	Monthly Charge depends on issue age, risk, benefit percentage, LTC Benefit Amount, and gender of the insured.
Schedule of Monthly Premiums to Waive	Monthly premiums which will be waived if insured is disabled.	The monthly amount of premiums which will be waived according to age at disability. The schedule will only print if the insured has selected the Waiver of Premium Agreement.
Death Benefit Guarantee Agreement Account Value Information page	0% to 12%	DBGA Interest Rate Rate not anticipated to change; if changed within the range, will apply to new issues only.
	Maximum of 20% of each premium paid	Maximum percent of DBGA premium charged against premiums each time a premium is applied. Rate not anticipated to change; if changed within range, will apply to new issues only.
	Current Rate: 1.004670 Range: 1.000830 to 1.009489. This is a function of the DBGA interest rate.	DBGA net amount at risk divisor not anticipated to change. If divisor changes within the range, it will apply to new issues only)
	Amount, Effective Date, End Date All Risk Classes Previously Declared	DBGA Policy Issue Charge assessed monthly for 10 years on each increase in net amount at risk.
Schedule of Maximum Monthly DBGA Cost of Insurance Rates	Preferred Select Non-Tobacco Preferred Non-Tobacco Preferred Tobacco Standard Non-Tobacco Non-Tobacco Plus Standard Tobacco Special Risk XXX% Tobacco Special Risk XXX% Non-Tobacco	The risk class is unique to each insured within each coverage layer. There can be a separate chart for each coverage layer Each page will contain a statement of the date when the coverage layer to which the charges apply became effective.
Surrender Value Enhancement Agreement	Charge Range \$0.005 to \$0.10 per thousand	Monthly Charge depends on issue age, risk, and gender of the insured.
Death Proceeds Alternative Settlement Options	Prior to the insured's death, the policyowner may select one of the settlement options identified in the 'Payment of Proceeds' section of the policy. There are two options which are illustrated by settlement option tables on the policy data pages: A) 'Payments for a Specified Period'; or B) 'Life Income.' If selected, the 'Life Income' settlement option will be issued as either sex distinct or unisex. Range = 1% to 5%. Current is 1%	Only the settlement option selected and its corresponding table will print with the data pages. If the case is issued as unisex, the unisex table for the 'Life Income' option will print together with the misstatement of age/gender amendment shown as part of that table. The rates which are bracketed in each table vary by interest rate.

ACCUMULATOR UNIVERSAL LIFE POLICY

Insured: [John A. Doe]
 Issue Age: [35]
 Gender: [Male]
 Policy Number: [1-000-000W]
 Policy Date: [Jun 1 2009]
 [Policy Change Date: Jun 1 2013]
 Death Benefit Option: [Level]
 Insurance Amount as of: [June 1, 2009]
 Face Amount [\$500,000]
 Term Insurance Agreement [\$100,000]
 Total Insurance Amount [\$600,000]

Premium

Monthly Initial Minimum Premium: [\$576.95] effective [Jun 1 2009]
 Planned Premium: [\$7,500.00 Quarterly]
 Maturity Date [Jun 1 2095]

This policy may not mature on the maturity date even if planned premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, you may change your death benefit option or because of requested changes to your face amount of insurance. We will pay the cash surrender value of the policy on the maturity date. If coverage continues to the maturity date, there may be little or no cash surrender value payable.

[This policy has been changed effective [MMM DD CCYY]. The original policy data pages and any changes in effect prior to [MMM DD CCYY] are replaced by these policy data pages. If we required evidence of insurability to change this policy, the incontestability and suicide periods with respect to the change will be measured from [MMM DD CCYY].

Basic Policy

	Coverage Layer Amount
Coverage Layer	[\$500,000]
Effective: [Jun 1, 2009]	
Age: [35]	
Risk Class: [Preferred Non-Tobacco]	
[Cash Extra: \$100.00 monthly charge until Jun 01 2021]	
[Includes Waiver of Premium Agreement until age 60.]	
[Includes Waiver of Charges Agreement until age 60.]	

Total Face Amount - - - - - [\$500,000]

Additional Agreements

[Accelerated Death Benefit Agreement

Effective: June 1 2009

There is no monthly charge for this agreement.]

[Accidental Death Benefit Agreement

Effective: June 01 2009

Accidental Death Benefit Amount [\$10,000]

There is a monthly charge for this agreement.]

[Death Benefit Guarantee Agreement

Effective: June 1 2009

There is a monthly cost of insurance charge for this agreement.]

[Term Insurance Agreement

Effective: June 1 2009

Initial Amount: [\$100,000]

Coverage to age 100.

Risk Class: [Preferred Non-Tobacco]

[Cash Extra: \$20.00 monthly charge until Jun 01 2021]

There is a monthly cost of insurance charge for this agreement.]

[Overloan Protection Agreement

Effective: June 01 2009

There is a one-time charge for this agreement when it is exercised.]

[Early Values Agreement

Effective: June 01 2009

There is a monthly charge for this agreement.]

[Guaranteed Insurability Option Agreement

Effective Date: June 01 2009

Maximum Face Amount of Increase: [\$50,000]

Option Dates at Anniversary nearest Ages: 22, 25, 28, 31, 34, 37, 40.

There is a monthly charge for this agreement.]

[Surrender Value Enhancement Agreement

Effective: June 1 2009

Terminates: June 1 2010

There is a monthly charge for this agreement.]

[Children's Term Agreement

Effective: June 01 2009

Coverage Amount: [\$25,000]

Level term coverage to age 25 for each child: [\$25,000]

Risk Class: [Preferred] [Non-Tobacco]

There is a monthly charge for this agreement.]

[Long Term Care Agreement

Effective Date: June 1 2009

LTC Amount: [\$500,000]

Age: [35]

Risk Class: [Substandard Non-Tobacco]

Monthly Benefit Percentage: [2%]

Minimum Death Benefit: [\$25,000]

There is a monthly cost of insurance charge for this agreement.]

Other Important Information

Death Benefit Qualification Test: [Guideline Premium Test]
 Guaranteed Interest Rate: [3%]
 Net Amount at Risk Divisor: [1.002466]
 Policy Loan Interest Rate: [4%]

[Guideline Premium Test Death Benefit Percentage Factors:]

Age	Percentage	Age	Percentage	Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95-121	100%]
53	164%	67	118%		

[This policy was originally issued as the result of an exchange from another Minnesota Life/Securian Life policy.]

[Non-Tobacco] Maximum Monthly Cost of Insurance Rates

The [non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For a special risk class the cost of insurance rates are a multiple of the rating percentage and never larger than 83.33333. The rate is applied to the base coverage and to the [Term Insurance Agreement.]

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
[35	0.09089	60	0.74695	85	10.14422	110	77.04001
36	0.09589	61	0.83114	86	11.31891	111	83.33333
37	0.10007	62	0.93398	87	12.62238	112	83.33333
38	0.10758	63	1.04963	88	14.04388	113	83.33333
39	0.11425	64	1.17137	89	15.57220	114	83.33333
40	0.12176	65	1.30009	90	17.19964	115	83.33333
41	0.13178	66	1.43072	91	18.76184	116	83.33333
42	0.14430	67	1.56327	92	20.42406	117	83.33333
43	0.15850	68	1.70627	93	22.21645	118	83.33333
44	0.17520	69	1.85467	94	24.15514	119	83.33333
45	0.19441	70	2.03500	95	26.24420	120	83.33333]
46	0.21279	71	2.23720	96	28.20561		
47	0.23285	72	2.50360	97	30.35199		
48	0.24455	73	2.78562	98	32.70866		
49	0.25793	74	3.08342	99	35.30337		
50	0.27717	75	3.41024	100	38.17512		
51	0.29975	76	3.76820	101	40.53000		
52	0.33071	77	4.18587	102	43.11768		
53	0.36419	78	4.67661	103	45.96629		
54	0.40691	79	5.24717	104	49.11195		
55	0.45970	80	5.87410	105	52.54884		
56	0.51338	81	6.59415	106	56.37067		
57	0.57128	82	7.35120	107	60.64050		
58	0.62083	83	8.17591	108	65.43820		
59	0.67798	84	9.09944	109	70.86240		

[Death Benefit Guarantee Agreement Maximum Monthly Cost of Insurance Rates [Non-Tobacco]

The DBGA [non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For special risk the cost of insurance rates are multiplied by the rating percentage.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.02667	60	0.10837	85	1.25935	110	6.89422
36	0.02667	61	0.11837	86	1.39366	111	7.30151
37	0.02667	62	0.13171	87	1.54152	112	7.73232
38	0.02834	63	0.14673	88	1.69791	113	8.19031
39	0.02834	64	0.16341	89	1.86453	114	8.67569
40	0.03000	65	0.18009	90	2.03637	115	9.19042
41	0.03167	66	0.19677	91	2.19655	116	9.73827
42	0.03167	67	0.21346	92	2.36364	117	10.31778
43	0.03334	68	0.23181	93	2.53763	118	10.93455
44	0.03667	69	0.25017	94	2.72195	119	11.58718
45	0.03834	70	0.27187	95	2.91492	120	12.25467]
46	0.04167	71	0.29858	96	3.08775		
47	0.04334	72	0.33197	97	3.26923		
48	0.04501	73	0.36704	98	3.46279		
49	0.04667	74	0.40545	99	3.66845		
50	0.04834	75	0.44555	100	3.88627		
51	0.05167	76	0.49066	101	4.11628		
52	0.05501	77	0.54248	102	4.36024		
53	0.06001	78	0.60434	103	4.61820		
54	0.06501	79	0.67458	104	4.89366		
55	0.07168	80	0.75155	105	5.17982		
56	0.07835	81	0.84027	106	5.48361		
57	0.08502	82	0.93071	107	5.80684		
58	0.09169	83	1.02958	108	6.14788		
59	0.09836	84	1.13688	109	6.51030		

Surrender Charge

The Surrender Charge will be assessed against the accumulation value at the time this policy is surrendered in full.

Amount	Through	Amount	Through	Amount	Through
[11,118.88	07/2009	10,769.14	11/2012	10,391.77	03/2016
11,118.88	08/2009	10,769.14	12/2012	10,391.77	04/2016
11,118.88	09/2009	10,769.14	01/2013	10,391.77	05/2016
11,118.88	10/2009	10,769.14	02/2013	10,391.77	06/2016
11,118.88	11/2009	10,769.14	03/2013	10,259.60	07/2016
11,118.88	12/2009	10,769.14	04/2013	10,259.60	08/2016
11,118.88	01/2010	10,769.14	05/2013	10,259.60	09/2016
11,118.88	02/2010	10,769.14	06/2013	10,259.60	10/2016
11,118.88	03/2010	10,646.47	07/2013	10,259.60	11/2016
11,118.88	04/2010	10,646.47	08/2013	10,259.60	12/2016
11,118.88	05/2010	10,646.47	09/2013	10,259.60	01/2017
11,118.88	06/2010	10,646.47	10/2013	10,259.60	02/2017
11,005.13	07/2010	10,646.47	11/2013	10,259.60	03/2017
11,005.13	08/2010	10,646.47	12/2013	10,259.60	04/2017
11,005.13	09/2010	10,646.47	01/2014	10,259.60	05/2017
11,005.13	10/2010	10,646.47	02/2014	10,259.60	06/2017
11,005.13	11/2010	10,646.47	03/2014	10,124.30	07/2017
11,005.13	12/2010	10,646.47	04/2014	10,124.30	08/2017
11,005.13	01/2011	10,646.47	05/2014	10,124.30	09/2017
11,005.13	02/2011	10,646.47	06/2014	10,124.30	10/2017
11,005.13	03/2011	10,520.72	07/2014	10,124.30	11/2017
11,005.13	04/2011	10,520.72	08/2014	10,124.30	12/2017
11,005.13	05/2011	10,520.72	09/2014	10,124.30	01/2018
11,005.13	06/2011	10,520.72	10/2014	10,124.30	02/2018
10,888.73	07/2011	10,520.72	11/2014	10,124.30	03/2018
10,888.73	08/2011	10,520.72	12/2014	10,124.30	04/2018
10,888.73	09/2011	10,520.72	01/2015	10,124.30	05/2018
10,888.73	10/2011	10,520.72	02/2015	10,124.30	06/2018
10,888.73	11/2011	10,520.72	03/2015	9,985.93	07/2018
10,888.73	12/2011	10,520.72	04/2015	9,985.93	08/2018
10,888.73	01/2012	10,520.72	05/2015	9,985.93	09/2018
10,888.73	02/2012	10,520.72	06/2015	9,985.93	10/2018
10,888.73	03/2012	10,391.77	07/2015	9,985.93	11/2018
10,888.73	04/2012	10,391.77	08/2015	9,985.93	12/2018
10,888.73	05/2012	10,391.77	09/2015	9,985.93	01/2019
10,888.73	06/2012	10,391.77	10/2015	9,985.93	02/2019
10,769.14	07/2012	10,391.77	11/2015	9,985.93	03/2019
10,769.14	08/2012	10,391.77	12/2015	9,985.93	04/2019
10,769.14	09/2012	10,391.77	01/2016	9,985.93	05/2019
10,769.14	10/2012	10,391.77	02/2016	0.00	06/2019]

Other Policy Charges

Premium Charge

A maximum of [7.0%] of each premium paid.

Monthly Policy Charge

The Monthly Policy Charge will not exceed \$ [12.00] per month plus \$[0.0125] per \$1,000 of face amount per month.

Transaction Charge

The maximum Transaction Charge is \$[100.00] per transaction.

Policy Issue Charge

Each of the following Policy Issue Charge(s) will be assessed monthly for 10 years against the accumulation value.

Amount	Effective	Until
\$ [125.00]	06/01/2009	06/01/2019]

[Waiver of Premium Agreement Charge

Each of the following Waiver of Premium Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [15.76]	06/01/2009	06/01/2034]]

[Waiver of Charges Agreement Charge

Each of the following Waiver of Charges Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [12.34]	06/01/2009	06/01/2034]]

[Guaranteed Insurability Option Agreement Charge

The following Guaranteed Insurability Option Charge will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [4.08]	06/01/2009	06/01/2014]]

[Accidental Death Benefit Agreement Charge

The following Accidental Death Benefit Agreement Charge will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [0.71]	06/01/2009	06/01/2044]]

[Overloan Protection Agreement Charge

The maximum charge is [7%] of the Accumulation Value, assessed once when this agreement is exercised.]

[Early Values Agreement Charge

The maximum Early Values Agreement charge is [.05%] assessed monthly against the accumulation value for the life of the contract.]

[Children's Term Agreement Charge

The Children's Term Agreement charge is \$ [10.42] and it is assessed monthly against the accumulation value until the youngest insured child's age 25.]

[Long Term Care Agreement Charge

The maximum per \$1,000 monthly Long Term Care Agreement cost of insurance rate is [0.1512].]

[Schedule of Monthly Premiums to Waive

The monthly premium amount that will be waived as provided by the Waiver of Premium Agreement is shown below.

Age at Disability	Monthly Premium Amount	Age at Disability	Monthly Premium Amount
35	331.67	50	637.92
36	345.83	51	667.92
37	360.42	52	699.58
38	375.83	53	733.33
39	392.08	54	768.33
40	409.58	55	805.83
41	427.50	56	845.00
42	446.25	57	886.25
43	466.25	58	930.00
44	487.50	59	975.83]
45	509.58		
46	532.50		
47	557.08		
48	582.50		
49	609.58		

[Death Benefit Guarantee Agreement (DBGA) Account Value Information

DBGA Interest Rate: [5.75%]
 DBGA net amount at risk divisor [1.004670]
 DBGA Premium Charge: A maximum of [10.0]% of each premium paid.

DBGA Policy Issue Charge

Amount	Effective	Until
\$ [79.58	06/01/2009	06/01/2019]

DBGA Value[Preferred Non-Tobacco] Maximum Monthly Cost of Insurance Rates

The DBGA Value [preferred non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.03251	60	0.27131	85	3.92675	110	31.24947
36	0.03417	61	0.30226	86	4.40349	111	33.55140
37	0.03584	62	0.33908	87	4.95692	112	36.01695
38	0.03668	63	0.38094	88	5.55910	113	38.63621
39	0.03918	64	0.42450	89	6.20755	114	41.66805
40	0.04084	65	0.47060	90	6.88606	115	44.91791
41	0.04418	66	0.51757	91	7.49708	116	48.48804
42	0.04835	67	0.56541	92	8.18888	117	52.47266
43	0.05335	68	0.61747	93	8.97204	118	56.79506
44	0.05919	69	0.67125	94	9.84549	119	61.59916
45	0.06503	70	0.73685	95	10.81604	120	67.23977]
46	0.07253	71	0.81514	96	11.67084		
47	0.07921	72	0.91711	97	12.58414		
48	0.08421	73	1.02598	98	13.35266		
49	0.08922	74	1.14176	99	14.26797		
50	0.09673	75	1.26958	100	15.32504		
51	0.10507	76	1.40950	101	16.43162		
52	0.11676	77	1.57348	102	17.63354		
53	0.13011	78	1.76423	103	18.93393		
54	0.14597	79	1.98453	104	20.34607		
55	0.16434	80	2.22776	105	21.86241		
56	0.18439	81	2.51566	106	23.48518		
57	0.20611	82	2.81933	107	25.22270		
58	0.22533	83	3.14676	108	27.08188		
59	0.24623	84	3.51309	109	29.08864		

[Surrender Value Enhancement Agreement (SVEA)]

SVEA Agreement Charge: A maximum monthly charge of \$ [0.10] per \$1,000 of Face Amount is assessed against the Accumulation Value.

Schedule of Surrender Value Enhancement Thresholds

The SVEA Threshold at each policy anniversary is shown below.

Anniversary June 1	Threshold
2010	\$13,000
2011	\$26,000
2012	\$39,000
2013	\$52,000]

Death Proceeds Alternative Settlement Options

Option 1: Interest Payments

Please refer to the Payment of Proceeds section of your policy.

Option 2: Payments for a Specified Period

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Number of Years	Monthly Payments
[5	\$17.80
10	8.75
15	5.98
20	4.59
25	3.76]

[Option 3: Life Income

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Male

Age	Life	5 Years	10 Years	20 Years
[50	\$2.98	\$2.98	\$2.97	\$2.89
55	3.37	3.37	3.34	3.20
60	3.89	3.87	3.82	3.55
65	4.58	4.55	4.43	3.90
70	5.54	5.46	5.20	4.21
75	6.87	6.67	6.08	4.43]

Life Income with Payments Guaranteed for Female

Age	Life	5 Years	10 Years	20 Years
[50	\$2.75	\$2.74	\$2.74	\$2.70
55	3.08	3.08	3.06	2.99
60	3.52	3.51	3.49	3.34
65	4.11	4.09	4.03	3.72
70	4.93	4.89	4.75	4.09
75	6.12	6.01	5.66	4.37]]

[Option 3: Life Income

Monthly payments for each \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Unisex

Age	Life	5 Years	10 Years	20 Years
[50	\$2.79	\$2.79	\$2.78	\$2.74
55	3.14	3.14	3.12	3.04
60	3.59	3.58	3.55	3.38
65	4.20	4.18	4.44	3.76
70	5.05	5.00	4.84	4.12
75	6.26	6.14	5.75	4.38]

The question "What if the insured's age or gender is misstated?" in the "Additional Information" section of your policy is amended to read as follows:

What if the insured's age is misstated?

If the insured's age has been misstated, we will adjust the amount of death benefit payable under this policy, or any agreement attached to this policy, based on what the last monthly charges would have purchased at the correct age.]

Option 4: Payments of a Specified Amount

Please refer to the Payment of proceeds section of your policy.

ACCUMULATOR UNIVERSAL LIFE POLICY

Insured: [John A. Doe]
 Issue Age: [35]
 Gender: [Male]
 Policy Number: [1-000-000W]
 Policy Date: [Jun 1 2009]
 [Policy Change Date: Jun 1 2013]
 Death Benefit Option: [Level]
 Insurance Amount as of: [June 1, 2009]
 Face Amount [\$500,000]
 Term Insurance Agreement [\$100,000]
 Total Insurance Amount [\$600,000]

Premium

Monthly Initial Minimum Premium: [\$556.72] effective [Jun 1 2009]
 Planned Premium: [\$7,500.00 Quarterly]
 Maturity Date [Jun 1 2095]

This policy may not mature on the maturity date even if planned premiums are paid because the current cost of insurance and interest rates are not guaranteed, policy loans and partial withdrawals may be taken, you may change your death benefit option or because of requested changes to your face amount of insurance. We will pay the cash surrender value of the policy on the maturity date. If coverage continues to the maturity date, there may be little or no cash surrender value payable.

[This policy has been changed effective [MMM DD CCYY]. The original policy data pages and any changes in effect prior to [MMM DD CCYY] are replaced by these policy data pages. If we required evidence of insurability to change this policy, the incontestability and suicide periods with respect to the change will be measured from [MMM DD CCYY].

Basic Policy

	Coverage Layer Amount
Coverage Layer	[\$500,000]
Effective: [Jun 1, 2009]	
Age: [35]	
Risk Class: [Special Risk 200% Non-Tobacco]	
[Includes Waiver of Premium Agreement until age 60.]	
[Includes Waiver of Charges Agreement until age 60.]	

Total Face Amount - - - - - [\$500,000]

Additional Agreements

[Accelerated Death Benefit Agreement

Effective: June 1 2009

There is no monthly charge for this agreement.]

[Accidental Death Benefit Agreement

Effective: June 01 2009

Accidental Death Benefit Amount [\$10,000]

There is a monthly charge for this agreement.]

[Death Benefit Guarantee Agreement

Effective: June 1 2009

There is a monthly cost of insurance charge for this agreement.]

[Term Insurance Agreement

Effective: June 1 2009

Initial Amount: [\$100,000]

Coverage to age 100.

Risk Class: [Special Risk 200%][Non-Tobacco]

There is a monthly cost of insurance charge for this agreement.]

[Overloan Protection Agreement

Effective: June 01 2009

There is a one-time charge for this agreement when it is exercised.]

[Early Values Agreement

Effective: June 01 2009

There is a monthly charge for this agreement.]

[Guaranteed Insurability Option Agreement

Effective Date: June 01 2009

Maximum Face Amount of Increase: [\$50,000]

Option Dates at Anniversary nearest Ages: 22, 25, 28, 31, 34, 37, 40.

There is a monthly charge for this agreement.]

[Surrender Value Enhancement Agreement

Effective: June 1 2009

Terminates: June 1 2013

There is a monthly charge for this agreement.]

[Children's Term Agreement

Effective: June 01 2009

Coverage Amount: [\$25,000]

Level term coverage to age 25 for each child: [\$25,000]

Risk Class: [Preferred][Non-Tobacco]

There is a monthly charge for this agreement.]

[Long Term Care Agreement

Effective Date: June 1 2009

LTC Amount: [\$500,000]

Age: [35]

Risk Class: [Substandard Non-Tobacco]

Monthly Benefit Percentage: [2%]

Minimum Death Benefit: [\$25,000]

There is a monthly cost of insurance charge for this agreement.]

Other Important Information

Death Benefit Qualification Test: [Guideline Premium Test]
 Guaranteed Interest Rate: [3%]
 Net Amount at Risk Divisor: [1.002466]
 Policy Loan Interest Rate: [4%]

[Guideline Premium Test Death Benefit Percentage Factors:]

Age	Percentage	Age	Percentage	Age	Percentage
0-40	250%	54	157%	68	117%
41	243%	55	150%	69	116%
42	236%	56	146%	70	115%
43	229%	57	142%	71	113%
44	222%	58	138%	72	111%
45	215%	59	134%	73	109%
46	209%	60	130%	74	107%
47	203%	61	128%	75-90	105%
48	197%	62	126%	91	104%
49	191%	63	124%	92	103%
50	185%	64	122%	93	102%
51	178%	65	120%	94	101%
52	171%	66	119%	95-121	100%]
53	164%	67	118%		

[This policy was originally issued as the result of an exchange from another Minnesota Life/Securian Life policy.]

[Non-Tobacco] Maximum Monthly Cost of Insurance Rates

The [Non-Tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For a special risk class the cost of insurance rates are a multiple of the rating percentage and never larger than 83.33333. The rate is applied to the base coverage and to the [Term Insurance Agreement.]

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
[35	0.09089	60	0.74695	85	10.14422	110	77.04001
36	0.09589	61	0.83114	86	11.31891	111	83.33333
37	0.10007	62	0.93398	87	12.62238	112	83.33333
38	0.10758	63	1.04963	88	14.04388	113	83.33333
39	0.11425	64	1.17137	89	15.57220	114	83.33333
40	0.12176	65	1.30009	90	17.19964	115	83.33333
41	0.13178	66	1.43072	91	18.76184	116	83.33333
42	0.14430	67	1.56327	92	20.42406	117	83.33333
43	0.15850	68	1.70627	93	22.21645	118	83.33333
44	0.17520	69	1.85467	94	24.15514	119	83.33333
45	0.19441	70	2.03500	95	26.24420	120	83.33333]
46	0.21279	71	2.23720	96	28.20561		
47	0.23285	72	2.50360	97	30.35199		
48	0.24455	73	2.78562	98	32.70866		
49	0.25793	74	3.08342	99	35.30337		
50	0.27717	75	3.41024	100	38.17512		
51	0.29975	76	3.76820	101	40.53000		
52	0.33071	77	4.18587	102	43.11768		
53	0.36419	78	4.67661	103	45.96629		
54	0.40691	79	5.24717	104	49.11195		
55	0.45970	80	5.87410	105	52.54884		
56	0.51338	81	6.59415	106	56.37067		
57	0.57128	82	7.35120	107	60.64050		
58	0.62083	83	8.17591	108	65.43820		
59	0.67798	84	9.09944	109	70.86240		

[Death Benefit Guarantee Agreement Maximum Monthly Cost of Insurance Rates [Non-Tobacco]

The DBGA [non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For special risk the cost of insurance rates are multiplied by the rating percentage.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.02667	60	0.10837	85	1.25935	110	6.89422
36	0.02667	61	0.11837	86	1.39366	111	7.30151
37	0.02667	62	0.13171	87	1.54152	112	7.73232
38	0.02834	63	0.14673	88	1.69791	113	8.19031
39	0.02834	64	0.16341	89	1.86453	114	8.67569
40	0.03000	65	0.18009	90	2.03637	115	9.19042
41	0.03167	66	0.19677	91	2.19655	116	9.73827
42	0.03167	67	0.21346	92	2.36364	117	10.31778
43	0.03334	68	0.23181	93	2.53763	118	10.93455
44	0.03667	69	0.25017	94	2.72195	119	11.58718
45	0.03834	70	0.27187	95	2.91492	120	12.25467]
46	0.04167	71	0.29858	96	3.08775		
47	0.04334	72	0.33197	97	3.26923		
48	0.04501	73	0.36704	98	3.46279		
49	0.04667	74	0.40545	99	3.66845		
50	0.04834	75	0.44555	100	3.88627		
51	0.05167	76	0.49066	101	4.11628		
52	0.05501	77	0.54248	102	4.36024		
53	0.06001	78	0.60434	103	4.61820		
54	0.06501	79	0.67458	104	4.89366		
55	0.07168	80	0.75155	105	5.17982		
56	0.07835	81	0.84027	106	5.48361		
57	0.08502	82	0.93071	107	5.80684		
58	0.09169	83	1.02958	108	6.14788		
59	0.09836	84	1.13688	109	6.51030		

Surrender Charge

The Surrender Charge will be assessed against the accumulation value at the time this policy is surrendered in full.

Amount	Through	Amount	Through	Amount	Through
[11,118.88	07/2009	10,769.14	11/2012	10,391.77	03/2016
11,118.88	08/2009	10,769.14	12/2012	10,391.77	04/2016
11,118.88	09/2009	10,769.14	01/2013	10,391.77	05/2016
11,118.88	10/2009	10,769.14	02/2013	10,391.77	06/2016
11,118.88	11/2009	10,769.14	03/2013	10,259.60	07/2016
11,118.88	12/2009	10,769.14	04/2013	10,259.60	08/2016
11,118.88	01/2010	10,769.14	05/2013	10,259.60	09/2016
11,118.88	02/2010	10,769.14	06/2013	10,259.60	10/2016
11,118.88	03/2010	10,646.47	07/2013	10,259.60	11/2016
11,118.88	04/2010	10,646.47	08/2013	10,259.60	12/2016
11,118.88	05/2010	10,646.47	09/2013	10,259.60	01/2017
11,118.88	06/2010	10,646.47	10/2013	10,259.60	02/2017
11,005.13	07/2010	10,646.47	11/2013	10,259.60	03/2017
11,005.13	08/2010	10,646.47	12/2013	10,259.60	04/2017
11,005.13	09/2010	10,646.47	01/2014	10,259.60	05/2017
11,005.13	10/2010	10,646.47	02/2014	10,259.60	06/2017
11,005.13	11/2010	10,646.47	03/2014	10,124.30	07/2017
11,005.13	12/2010	10,646.47	04/2014	10,124.30	08/2017
11,005.13	01/2011	10,646.47	05/2014	10,124.30	09/2017
11,005.13	02/2011	10,646.47	06/2014	10,124.30	10/2017
11,005.13	03/2011	10,520.72	07/2014	10,124.30	11/2017
11,005.13	04/2011	10,520.72	08/2014	10,124.30	12/2017
11,005.13	05/2011	10,520.72	09/2014	10,124.30	01/2018
11,005.13	06/2011	10,520.72	10/2014	10,124.30	02/2018
10,888.73	07/2011	10,520.72	11/2014	10,124.30	03/2018
10,888.73	08/2011	10,520.72	12/2014	10,124.30	04/2018
10,888.73	09/2011	10,520.72	01/2015	10,124.30	05/2018
10,888.73	10/2011	10,520.72	02/2015	10,124.30	06/2018
10,888.73	11/2011	10,520.72	03/2015	9,985.93	07/2018
10,888.73	12/2011	10,520.72	04/2015	9,985.93	08/2018
10,888.73	01/2012	10,520.72	05/2015	9,985.93	09/2018
10,888.73	02/2012	10,520.72	06/2015	9,985.93	10/2018
10,888.73	03/2012	10,391.77	07/2015	9,985.93	11/2018
10,888.73	04/2012	10,391.77	08/2015	9,985.93	12/2018
10,888.73	05/2012	10,391.77	09/2015	9,985.93	01/2019
10,888.73	06/2012	10,391.77	10/2015	9,985.93	02/2019
10,769.14	07/2012	10,391.77	11/2015	9,985.93	03/2019
10,769.14	08/2012	10,391.77	12/2015	9,985.93	04/2019
10,769.14	09/2012	10,391.77	01/2016	9,985.93	05/2019
10,769.14	10/2012	10,391.77	02/2016	0.00	06/2019]

Other Policy Charges

Premium Charge

A maximum of [7.0%] of each premium paid.

Monthly Policy Charge

The Monthly Policy Charge will not exceed \$[12.00] per month plus \$[0.0125] per \$1,000 of face amount per month.

Transaction Charge

The maximum Transaction Charge is \$[100.00] per transaction.

Policy Issue Charge

Each of the following Policy Issue Charge(s) will be assessed monthly for 10 years against the accumulation value.

Amount	Effective	Until
\$ [255.45]	06/01/2009	06/01/2019]]

[Waiver of Premium Agreement Charge

Each of the following Waiver of Premium Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [57.00]	06/01/2009	06/01/2034]]

[Waiver of Charges Agreement Charge

Each of the following Waiver of Charges Charge(s) will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [15.00]	06/01/2009	06/01/2034]]

[Guaranteed Insurability Option Agreement Charge

The following Guaranteed Insurability Option Charge will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [4.08]	06/01/2009	06/01/2014]]

[Accidental Death Benefit Agreement Charge

The following Accidental Death Benefit Agreement Charge will be assessed monthly against the accumulation value.

Amount	Effective	Until
\$ [0.71]	06/01/2009	06/01/2044]]

[Overloan Protection Agreement Charge

The maximum charge is [7%] of the Accumulation Value, assessed once when this agreement is exercised.]

[Early Values Agreement Charge

The maximum Early Values Agreement charge is [.05%] assessed monthly against the accumulation value for the life of the contract.]

[Children's Term Agreement Charge

The Children's Term Agreement charge is \$ [10.42] and it is assessed monthly against the accumulation value until the youngest insured child's age 25.]

[Long Term Care Agreement Charge

The maximum per \$1,000 monthly Long Term Care Agreement cost of insurance rate is [0.1512].]

[Schedule of Monthly Premiums to Waive

The monthly premium amount that will be waived as provided by the Waiver of Premium Agreement is shown below.

Age at Disability	Monthly Premium Amount	Age at Disability	Monthly Premium Amount
35	331.67	50	637.92
36	345.83	51	667.92
37	360.42	52	699.58
38	375.83	53	733.33
39	392.08	54	768.33
40	409.58	55	805.83
41	427.50	56	845.00
42	446.25	57	886.25
43	466.25	58	930.00
44	487.50	59	975.83]
45	509.58		
46	532.50		
47	557.08		
48	582.50		
49	609.58		

[Death Benefit Guarantee Agreement (DBGA) Account Value Information

DBGA Interest Rate: [5.75%]
 DBGA net amount at risk divisor [1.004670]
 DBGA Premium Charge: A maximum of [10.0]% of each premium paid.

DBGA Policy Issue Charge

Amount	Effective	Until
\$ [189.16	06/01/2009	06/01/2019]

DBGA Value[Special Risk 200% Non-Tobacco] Maximum Monthly Cost of Insurance Rates

The DBGA Value [standard non-tobacco] maximum monthly cost of insurance rates are listed per \$1,000 of net amount at risk. For a special risk class the cost of insurance rates are a multiple of the rating percentage and never larger than 83.33333.

AGE	RATE	AGE	RATE	AGE	RATE	AGE	RATE
35	0.03251	60	0.27131	85	3.92675	110	31.24947
36	0.03417	61	0.30226	86	4.40349	111	33.55140
37	0.03584	62	0.33908	87	4.95692	112	36.01695
38	0.03668	63	0.38094	88	5.55910	113	38.63621
39	0.03918	64	0.42450	89	6.20755	114	41.66805
40	0.04084	65	0.47060	90	6.88606	115	44.91791
41	0.04418	66	0.51757	91	7.49708	116	48.48804
42	0.04835	67	0.56541	92	8.18888	117	52.47266
43	0.05335	68	0.61747	93	8.97204	118	56.79506
44	0.05919	69	0.67125	94	9.84549	119	61.59916
45	0.06503	70	0.73685	95	10.81604	120	67.23977]
46	0.07253	71	0.81514	96	11.67084		
47	0.07921	72	0.91711	97	12.58414		
48	0.08421	73	1.02598	98	13.35266		
49	0.08922	74	1.14176	99	14.26797		
50	0.09673	75	1.26958	100	15.32504		
51	0.10507	76	1.40950	101	16.43162		
52	0.11676	77	1.57348	102	17.63354		
53	0.13011	78	1.76423	103	18.93393		
54	0.14597	79	1.98453	104	20.34607		
55	0.16434	80	2.22776	105	21.86241		
56	0.18439	81	2.51566	106	23.48518		
57	0.20611	82	2.81933	107	25.22270		
58	0.22533	83	3.14676	108	27.08188		
59	0.24623	84	3.51309	109	29.08864		

[Surrender Value Enhancement Agreement (SVEA)]

SVEA Agreement Charge: A maximum monthly charge of \$ [0.10] per \$1,000 of Face Amount is assessed against the Accumulation Value.

Schedule of Surrender Value Enhancement Thresholds

The SVEA Threshold at each policy anniversary is shown below.

Anniversary June 1	Threshold
2010	\$13,000
2011	\$26,000
2012	\$39,000
2013	\$52,000]

Death Proceeds Alternative Settlement Options

Option 1: Interest Payments

Please refer to the Payment of Proceeds section of your policy.

Option 2: Payments for a Specified Period

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Number of Years	Monthly Payments
[5	\$17.80
10	8.75
15	5.98
20	4.59
25	3.76]

[Option 3: Life Income

Monthly payments per \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Male

Age	Life	5 Years	10 Years	20 Years
[50	\$2.98	\$2.98	\$2.97	\$2.89
55	3.37	3.37	3.34	3.20
60	3.89	3.87	3.82	3.55
65	4.58	4.55	4.43	3.90
70	5.54	5.46	5.20	4.21
75	6.87	6.67	6.08	4.43]

Life Income with Payments Guaranteed for Female

Age	Life	5 Years	10 Years	20 Years
[50	\$2.75	\$2.74	\$2.74	\$2.70
55	3.08	3.08	3.06	2.99
60	3.52	3.51	3.49	3.34
65	4.11	4.09	4.03	3.72
70	4.93	4.89	4.75	4.09
75	6.12	6.01	5.66	4.37]]

[Option 3: Life Income

Monthly payments for each \$1,000 of proceeds applied under this option are shown below.

Life Income with Payments Guaranteed for Unisex

Age	Life	5 Years	10 Years	20 Years
[50	\$2.79	\$2.79	\$2.78	\$2.74
55	3.14	3.14	3.12	3.04
60	3.59	3.58	3.55	3.38
65	4.20	4.18	4.44	3.76
70	5.05	5.00	4.84	4.12
75	6.26	6.14	5.75	4.38]

The question "What if the insured's age or gender is misstated?" in the "Additional Information" section of your policy is amended to read as follows:

What if the insured's age is misstated?

If the insured's age has been misstated, we will adjust the amount of death benefit payable under this policy, or any agreement attached to this policy, based on what the last monthly charges would have purchased at the correct age.]

Option 4: Payments of a Specified Amount

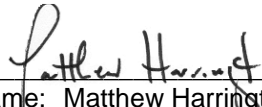
Please refer to the Payment of proceeds section of your policy.



CERTIFICATION OF COMPLIANCE

Minnesota Life Insurance Company certifies that it has reviewed and is in compliance with the following Arkansas Rules and Regulations and Statutes.

Rule and Regulation 19	Unfair Sex Discrimination
Rule and Regulation 49	Guaranty Association Notice
Rule and Regulation 33	Universal Life Insurance
Rule and Regulation 34	Variable Life Insurance
Arkansas Statute 23-80-206	Flesch Certification
Arkansas Statute 23-79-138	Contact Notice


Name: Matthew Harrington
Title: Assistant Secretary
Date: September 8, 2010